



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AMENDMENT # 6  
RFP # 317.03-157.07**

December 15, 2006

**The subject RFP is hereby amended as follows.**

**A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.**

<b>EVENT</b>	<b>TIME</b>	<b>DATE (all dates are state business days)</b>	<b>UPDATED/ CONFIRMED</b>
1. State Issues RFP		<b>October 17, 2006</b>	CONFIRMED
2. Disability Accommodation Request Deadline		<b>October 20, 2006</b>	CONFIRMED
3. Pre-proposal Conference	<b>1:00 p.m.</b>	<b>October 24, 2006</b>	CONFIRMED
4. Notice of Intent to Propose Deadline		<b>October 25, 2006</b>	CONFIRMED
5. Written Comments Deadline Related to Initial Mandatory Qualifications and Software Demonstrations		<b>October 25, 2006</b>	CONFIRMED
6. State Responds to Written Comments Related to Initial Mandatory Qualifications and Software Demonstrations		<b>October 30, 2006</b>	CONFIRMED
7. Initial Mandatory Qualifications Deadline	<b>2:00 p.m.</b>	<b>November 1, 2006</b>	CONFIRMED
8. State Completes Evaluation of Initial Mandatory Qualifications and Issues Notices		<b>November 8, 2006</b>	CONFIRMED
9. Software Demonstrations		<b>Nov. 28 – Dec. 6, 2006</b>	CONFIRMED
10. Final Written Comments Deadline		<b>December 8, 2006</b>	CONFIRMED
11. State Completes Evaluation of Software Demonstration and Requirements and Issues Notices		<b>December 15, 2006</b>	CONFIRMED
12. State Responds to Final Written Comments		<b>December 15, 2006</b>	CONFIRMED

EVENT	TIME	DATE ( <u>all</u> dates are state business days)	UPDATED/ CONFIRMED
13. Proposal Deadline	2:00 p.m.	December 28, 2006	CONFIRMED
14. State Completes Technical Proposal Evaluations		January 16, 2007	CONFIRMED
15. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	January 17, 2007	CONFIRMED
16. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	January 19, 2007	CONFIRMED
17. Contract Signing		January 31, 2007	CONFIRMED
18. Contract Signature Deadline		February 7, 2007	CONFIRMED
19. Letter of Credit Deadline		February 8, 2007	CONFIRMED
20. Contract Start Date		February 13, 2007	CONFIRMED

**B. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.**

QUESTION/COMMENT	STATE RESPONSE
<b>Note: in the questions that follow, any vendor's restatement of the text of the Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.</b>	
1. Please provide a technical overview of the Edison systems, including preferred integration methods and tools available? (e.g. XPI Integration Broker? Application Messaging? Business Interlink? XML Link?)	Edison will be running on Oracle PeopleSoft Enterprise 8.9. Regarding integration, PeopleSoft allows for the following: * both synchronous and asynchronous messaging between PeopleSoft and third party systems. * expose PeopleSoft business logic as web services to third party systems with WSDL documents to the PeopleSoft WSDL repository or any UDDI repository. * can invoke web services from third party systems or WSDL documents, UDDI repositories, WSDL URL's or WSIL URLs. * Can handle XML documents and SOAP documents * provide connectors for external HTTP and JMS requests
2. Is the Edison project (systems) hosted in State facilities or is it outsourced to a third party? Where is it located?	Edison will be hosted at a State data center in Nashville, TN.

3. Has the Project Edison team defined the transaction sets for the interfaces with the Applicant Services system? Can these be provided if available?	No detailed transaction sets have been defined beyond what was specified in RFP Attachment 6.1, <i>Pro Forma</i> Contract, Section A.14.a.5.
4. In what format are the images stored in the current system? (Tiff, PDF?)	Images are currently stored in TIFF format, but there are no requirements for converting this data to the new system.
5. Please provide the following metrics for the legacy systems to be converted to the new Applicant Services system: <ul style="list-style-type: none"> <li>a. Number of Records per system</li> <li>b. Number of fields per record</li> <li>c. Number of images</li> <li>d. Size of databases</li> <li>e. Annual projected growth</li> </ul>	Please see the metrics provided in RFP Attachment 6.1, Section A.14.a.6, and in Contract Attachment A, Section A.2. In addition, please see additional database metrics provided as Appendix A to this document as answers for items (a) through (d). Regarding (e), the State receives approximately 120,000 applications per year.
6. Can the State identify the number of Project Edison resources available to work on the Applicant Services systems by type of resource?	RFP Attachment 6.1 – A.7 Defines the State’s EDISON Project Team and Organization.  Also, RFP Attachment 6.1 item A.7.i states: “ <i>The State shall assign additional state staff to project roles, as described in the Role Tables below, to participate with the Contractor’s staff in all Project Management Processes and Product Development Phases.</i> ”
7. How will the State manage the implementation of the two Systems, Project Edison and Applicant Services should either project fall behind schedule? Will timelines be adjusted to run concurrently or will one project be allowed to go-live before the other? How does this impact interface requirements?	The Proposers shall base their proposals on the timeline and schedule given in the Applicant Services RFP. It is the State's intent to implement the Applicant Services functionality in conjunction with the Edison PeopleSoft implementation. We do not envision allowing one to go live without the other. Given the Edison implementation timeline, it is the State's expectation, as outlined in this RFP, that the applicant services vendor will begin interface design immediately after project initiation in order to meet Edison design, development and testing phases for the HR/Payroll Phase 1 implementation.
8. What is the State’s average cost per applicant and average cost per hire?	The State does not maintain this information currently.
9. Does the State have a target cost per applicant/hire in mind?	No. Costs will be dependent upon the outcome of the competitive process.
10. Considering the 12/28 due date falls during the holidays & heavy vacation schedules, is it possible for all bidders to get an extension of the final proposal delivery deadline by a couple of weeks to January 5 <sup>th</sup> , 2007?	The State will not move the deadline, due to the urgency of coordinating this procurement with the Edison project already underway.
11. What is the existing format of the current applicant data to be converted? Is it electronic or paper or imaged?	All data to be converted from the legacy system to the new system is electronic.

12. What is the amount of applicant data that needs to be converted? Please specify if it is paper what is the size of the paper, the quantity, the type of paper (card stock, onion skin, standard). If it is imaged please indicate the system it is coming from and the amount of data to be converted and the number of document types as well as number of documents.	Please see the responses to questions # 5 and # 11 above.
13. How many scanning locations will the State have for this project?	All scanning is currently done at a central Department of Personnel (DOP) site.
14. How many documents will be scanned in a day/month/year?	DOP staff currently scans approximately 2000 applications per month, including all documents attached to the application.
15. What types of documents will be scanned?	See the response to question # 14 above. The attachments to the application could include a resume, transcript, forms, and other documentation.
16. What is the current system that stores scanned documents?	Scanned images are currently stored in the State's Enterprise Content Management system, based on FileNet.
17. When the word workflow is used is it used in the context of business routing or is it in relation to an electronic workflow system?	Generally, workflow in the contract refers to an electronic workflow system.
18. How many users will be accessing the images?	The State expects that all administrative users of the new system will be able to access images. See Contract Attachment A, Section A.2 for user count information.
19. Can you provide a list of the Agencies/Organizations that will be asked to electronically verify credentials and qualifications of applicants?	The State does not electronically verify credentials or qualifications at this time.
20. Do you have existing interfaces and transaction standards in operation with these agencies/organizations?	Not applicable. Please see the response to question # 19.
21. Can you specify which transactions use EDI based or Web Based protocols?	Please see the reply to question # 1 regarding possible integration protocols.
22. Other states have permitted us to submit sections of our RFP labeled as a "trade secret." This has allowed us to share important details about our software that we cannot otherwise make available to the public. Will you allow us such a provision?	<p>No. In accordance with RFP section 4.14, the State cannot guarantee exclusion of Proposal contents from public inspection. RFP Section 4.14 states, in part:</p> <p><i>"Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection."</i></p>

<p>23. Our demonstration provided us with the opportunity to learn about several things that were not included in the RFP or not provided in detail within the RFP. Will we or have we been scored on items that were discussed but not included in the RFP documentation?</p>	<p>The software demonstration was scored according to RFP section 5.2.7.1. <i>“The Proposal Evaluation Team will evaluate each Software Demonstration, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Section D.”</i></p> <p>Evaluators were instructed to score software demonstrations based on the requirements within the RFP.</p> <p>The Proposer is also reminded of the following:</p> <p>RFP Section 1.5.3 states: <i>“Any oral communications shall be considered unofficial and non-binding with regard to this RFP.”</i></p>
<p>24. Does the State of Tennessee require hand-writing recognition software for scan-able paper applications or do you wish to attach scanned documents to profile records created manually in the system.</p>	<p>All State requirements for the new applicant services system can be found in RFP Attachments 6.11 and 6.12.</p>
<p>25. We are concerned that there are several items in the GS and AS documents that we provided that we would like to modify based on information acquired during the demonstration. Is this possible?</p>	<p>No. As stated in RFP section 5.2.7.3, the deadline for submitting the Proposer’s response to RFP Attachments 6.11 and 6.12 was the day of each Proposer’s software demonstration. The State will not allow the Proposer to resubmit its responses to Attachments 6.11 and 6.12. The State will evaluate the versions of 6.11 and 6.12 that were submitted on the day of the Proposer’s software demonstration, in accordance with RFP Section 5.2.8.</p> <p>See also the State response to Amendment 6, Item 23 above.</p>
<p>26. We respectfully ask that the requirement for a line of credit in the amount of \$500,000.00 be amended to allow the line of credit in the business owner’s name or be modified to provide other proof of financial stability and successful business management.</p>	<p>The requirement has been amended. See RFP Attachment 6.3, item A.6 in the revised RFP below.</p>

## Appendix A to Item B, State Responses. Database Metrics for the State's Current Applicant Services System

### Applicant Data Base fields

	Nbr. Fields	Segment Size	Nbr. Records	Total Size
Applicant data	38	220	210,000	46,200,000
Class Applied	9	46	1,650,000	75,900,000
Score	21	62	2,181,458	135,250,396
Dept. Consideration	3	5	38,192	190,960
Interview	9	40	1,420,436	56,817,440
Education	12	266	163,768	43,562,288
Education Rating	6	105	415,639	43,642,095
Experience	7	37	800,249	29,609,213
Experience Rating	4	30	2,001,126	60,033,780
Transaction History	5	41	6,169,748	252,959,668
Total				744,165,840

<b>Register database</b>	30	279	4,050,000	1,129,950,000
<b>Answer Database</b>	210	227	55,000	12,485,000

### Employee Database

Position	9	48	57,904	2,779,392
Position Id segment	54	249	58,013	14,445,237
Social Number Segment	24	150	60,303	9,045,450
Employee appointment	74	256	62,539	16,009,984
Total				42,280,063

### Employee History

Employee info	25	120	255,500	30,660,000
History segments	18	98	3,800,000	372,400,000
Total				403,060,000

### Class Comp Database

Class segment	24	121	2,900	350,900
Class Id segment	38	450	2,900	1,305,000
Formula	19	59	2,900	171,100
Total				1,827,000

2,333,767,903

- C. Delete RFP 317.03-157.07 in its entirety and replace the document with RFP 317.03-157.07, Release Number 2 (attached hereto).

**NOTE:** ALL revisions from the previously released RFP document are highlighted in yellow, and any deletions that are not replaced with new text are noted with text printed in **RED** caps.

RFP 317.03-157.07, Release Number 2, revised December 15, 2006 reflects all revisions from Amendments 1 through Amendment 6.



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS  
FOR  
APPLICANT SERVICES SOLUTION**

**RFP NUMBER: 317.03-157-07**

**October 17, 2006 – release number 1  
Revised December 15, 2006 – release number 2**



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**RFP ATTACHMENTS:**



**6.1 Pro Forma Contract**

***Contract Attachment A: Scoping Information***

***Contract Attachment B: (Placeholder for Tennessee Information Resources Architecture)***

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***Contract Attachment H: (Placeholder for Contractor's Response to RFP Attachment 6.8, Implementation Services Specifications)***

***Contract Attachment I: (Placeholder for Contractor's Response to RFP Attachment 6.11, Functional Requirements)***

***Contract Attachment J: (Placeholder for Contractor's Response to RFP Attachment 6.12, General System Requirements)***

**6.2 Proposal Transmittal/Statement Of Certifications & Assurances**

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# 1 INTRODUCTION

## 1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure contracts for an Applicant Services (AS) solution including vendor-hosted application usage of applicant services system and related implementation, support and maintenance services as part of its overall Enterprise Resource Planning (ERP) project, known as Edison. Applicant Services addresses the management of job requisitions and the job application process, including testing and examinations. Edison is being built on Oracle's PeopleSoft Enterprise Release 8.9 software and will be used to perform the State's administrative business functions such as financial accounting, procurement, payroll and personnel administration. Applicant Services functionality will be integrated as part of the State's deployment of its new Edison system.

### 1.1.1 Mandatory Proposer Requirements.

The State is seeking a vendor (the "Prime Vendor") that will be responsible for providing all requested services. The minimum vendor qualifications for responding to this RFP are:

- The proposed application is an existing commercial, off-the-shelf system (COTS) whose core applicant services software is owned by the Prime Vendor. Although there may be a requirement for some custom development to meet the State's unique requirements, the State is not looking for the vendor to develop a new system or to engage in a system development project.
- The proposed solution shall be hosted by the vendor. By specifying a "vendor hosted" solution, it is the intent of the State that all hardware (servers, storage devices, processors, etc.), software (operating systems, utility, applications, etc.) and data (configuration, user, etc.) is physically located at a site supplied by the Prime Vendor (either directly or through its subcontractors), and the operation and maintenance of the site is supplied by the Prime Vendor (either directly or through its subcontractors).
- The system has been deployed in a public sector organization with a minimum of 4,000 employees, and will be in production no later than December 31, 2006. A public sector organization is defined as a U.S. federal, city, county, or state government, a U.S. public higher education institution, or a U.S. quasi-governmental organization, such as a water district or river authority.
- The system has been deployed at a public sector organization that uses functionality similar to the State's requirements for civil service and merit hiring, and will be in production no later than December 31, 2006.
- The system has been successfully integrated with a commercial off-the-shelf Enterprise Resource Planning (ERP) software package and will be in production no later than December 31, 2006.

The State shall verify the vendor's qualifications by evaluating the vendor's submission to the Initial Mandatory Qualifications (see RFP Section 5.2.2). Only vendors who meet the State's qualification criteria will be invited to conduct a software demonstration for the State's evaluators. Vendors who are deemed non-responsive to the State's Initial Mandatory Qualifications shall not proceed further in the evaluation and shall be notified individually by the State. These notices will not be posted to the RFP Web site. Additionally, following the software demonstrations, the State will compute a Preliminary Vendor Score (see RFP Section 5.2.8). Only those vendors that meet minimum criteria as defined in RFP Section 5.2.8 shall be invited to submit a Technical and Cost Proposal. Vendors who do not meet

the criteria described in Section 5.2.8 shall not proceed further in the evaluation, and shall be notified individually by the State at that point. These notices will not be posted to the RFP Web site.

The Prime Vendor (also known as the Proposer or Contractor in this RFP) may team with multiple firms in its proposal but there can be only one Prime Vendor that will execute the contract expected to result from this RFP (see RFP Attachment 6.1, *Pro Forma Contract*) and will coordinate, integrate and be accountable for all services proposed. This excludes an arrangement between vendors of joint venturing or joint response to this proposal; such arrangements will not be allowed. The State will sign a contract for the total solution with the Prime Vendor only. The Prime Vendor shall be the firm that owns the software providing the core applicant services functionality. If the Prime Vendor does not directly offer hosting for their proposed solution, then the Prime Vendor shall subcontract those services as needed so that the Prime Vendor can offer those services to the State under its contract. The State will not contract with, nor make payments to, any vendors other than the Prime Vendor under this RFP. By the inclusion of other vendors (i.e., subcontractors) in the response, the Prime Vendor agrees to accept full responsibility for the performance of all other participating vendors under this contract, including their products, services and deliverables. As discussed later in this RFP, the Prime Vendor may only appear in one proposal submitted in response to this RFP. Subcontractors, whether providing software or services, may be included in more than one proposal. Multiple submissions from a firm that is Prime Vendor in a proposal or submission of alternative proposals will be grounds for disqualification of such proposals. Refer to Section 4.3.7 of this RFP.

#### 1.1.2 Project Background and Timeline.

In April 2002, a working group was formed by agencies within the State of Tennessee to discuss the possibilities of replacing core business systems within the State. This group was composed of the major stakeholders of the central business functions of the State. An Enterprise Resource Planning (ERP) system was seen as a possible solution for replacing Tennessee's aging legacy systems. An ERP system is a suite of fully integrated software applications that are used to perform administrative business functions and is a solution that would reinforce current business partnerships and offer a much needed enhancement to the level of services offered by core business areas.

The primary drivers for considering replacement of the administrative systems were:

- Numerous State systems are required to meet the State's administrative business needs. Currently, there are more than twenty (20) systems that support human resources and payroll administration, and more than fifty (50) systems that support financial management, procurement, and other administrative areas.
- The technology of the State's administrative systems is dated. Some of the systems are twenty (20) to thirty (30) years old. Some hardware and software is no longer supported by the manufacturer, and it is becoming more difficult to recruit technology support employees who are familiar with the dated technology.
- A number of business needs are not being met by the current systems, such as performance-based budgeting, vendor self-service, and employee self-service.

The State decided to move forward with acquiring and implementing an ERP solution and initiated its procurement activities in the first quarter of 2005. The State named its efforts Project Edison. A Steering Committee for Project Edison was established, and a Project Director was hired effective March 1, 2005. The project team was staffed in May 2005 and a project timeline and approach were developed.

The Acquisition Phase of Project Edison validated the system requirements previously documented, defined "To Be" processes for the new ERP system, produced a Request for Proposal (RFP) for ERP software and services, and evaluated and selected the ERP solution provider for the State of Tennessee. This phase was completed when MAXIMUS was selected as implementer for Oracle's PeopleSoft Enterprise product and contracts were signed in July 2006.

The timeline for the Implementation phase of Project Edison includes a start date of July 26, 2006. The State expects a start date for the Applicant Services project of January 29, 2007, with Human Resources/Payroll functionality, including the Applicant Services solution being procured through this RFP, going into production with the start of the new calendar year 2008 (January 1, 2008). To accommodate normal State business operations, the Edison system (including Applicant Services) will be available for production usage prior to that date (by December 17, 2007) so that State business commences on January 1, 2008.

#### 1.1.3 Preliminary Vendor Score and Final Evaluation.

Time is a critical factor in this procurement because the State requires that an Applicant Services solution be implemented concurrently with the production date of Edison on January 1, 2008. The State also recognizes that it has a unique set of functionality requirements due to its practices regarding merit hiring and civil service. If no acceptable solution fit is found in the commercial marketplace, the State must have at least one year to create and implement any alternative. Therefore, the State is conducting the procurement process for this RFP so that it identifies as soon as possible a Proposer's degree of fit with the State's functionality requirements.

The State intends to evaluate Proposers against the qualification criteria in Section 1.1.1 as the first step in the evaluation process. Those Vendors meeting the qualification criteria will be invited to demonstrate their products and present their responses to the Functionality and General System Requirements. The State will compute a Preliminary Vendor Score at this point, and only those Proposers that meet the State's standard for a minimum functionality fit (as defined below in Section 5.2.8.4) will proceed in the procurement and submit a full written Technical and Cost Proposal.

Should no Proposers meet the State's minimum acceptable functionality, as defined below in RFP Section 5.2.8.4, this procurement may be cancelled following the evaluation of the Preliminary Vendor Scores according to the terms of RFP Section 4.2 and other alternatives for Applicant Services may be pursued.

#### 1.1.4 Unlimited Usage.

The State is specifying an unlimited number of users of the Software and an unlimited number of employees/applicants processed by the Software; provided such users, employees and applicants are within the Enterprise Scope. Please see Contract Section A.4 for more information and further definition.

#### 1.1.5 Reference Checking Process.

As a part of its evaluation, the State will evaluate reference check questionnaires that have been completed by the customers of the Proposer. **The Proposer is solely responsible for obtaining and submitting these reference check questionnaires as a part of its Technical Proposal.** Since this process can be labor and time intensive, and since the State will not accept late reference check questionnaires, the Proposer is encouraged to begin the process of collecting these completed questionnaires as soon as possible after receiving the RFP. See RFP Attachment 6.3, Section B.14 for instructions and requirements pertaining to the reference check questionnaires.

#### 1.1.6 A copy of the *Tennessee Information Resources Architecture* may be requested by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1.1. When a contract is executed pursuant to this RFP, the *Tennessee Information Resources Architecture* will be included as Contract Attachment B.

### 1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

### **1.3 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director of Resource Development and Support  
12<sup>th</sup> Floor, Wm. R. Snodgrass Building  
312 8<sup>th</sup> Avenue North, Nashville, Tennessee 37243  
(615) 741-6049

### **1.4 Assistance to Proposers With a Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

### **1.5 RFP Communications**

#### **1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**

##### **1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.**

Marga Rivenbark  
Department of Finance and Administration  
17th Floor, Wm. R. Snodgrass Tennessee Tower  
312 8th Avenue North  
Nashville, Tennessee 37243  
(615) 253-5247  
Fax (615) 741-6164  
marga.rivenbark@state.tn.us

##### **1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.**

##### **1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:**

RFP- 317.03-157-07

##### **1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.**

- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic “postmarking” of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive written comments concerning the Initial Mandatory Qualifications and the Software Demonstrations no later than the Written Comments Deadline Related to Initial Mandatory Qualifications and Software Demonstrations detailed in the RFP Section 2, Schedule of Events. The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Final Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State’s official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). Important documents will be posted on the following Website:
- <http://state.tn.us/finance/oir/pcm/rfps.html>
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State’s written consent to rely thereon.

## 1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer’s name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person

**NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).**

## 1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer’s failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

## 1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule

of Events. The purpose of the conference is to discuss the RFP scope of services. During the Pre-Proposal Conference, the State will present its current process for Applicant Services, including how the current system accommodates the State's requirements for merit hiring and civil service. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. All questions concerning the Initial Mandatory Qualifications or the Software Demonstrations should be submitted in writing prior to the Written Comments Deadline Related to Initial Mandatory Qualifications or Software Demonstrations date detailed in the RFP Section 2, Schedule of Events. Questions concerning the RFP should be submitted in writing prior to the Final Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the dates detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Conference Room 3  
1st floor, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243

## 2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

### RFP SCHEDULE OF EVENTS

**NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.**

EVENT	TIME	DATE (all dates are state business days)
21. State Issues RFP		October 17, 2006
22. Disability Accommodation Request Deadline		October 20, 2006
23. Pre-proposal Conference	1:00 p.m.	October 24, 2006
24. Notice of Intent to Propose Deadline		October 25, 2006
25. Written Comments Deadline Related to Initial Mandatory Qualifications and Software Demonstrations		October 25, 2006
26. State Responds to Written Comments Related to Initial Mandatory Qualifications and Software Demonstrations		October 30, 2006
27. Initial Mandatory Qualifications Deadline	2:00 p.m.	November 1, 2006
28. State Completes Evaluation of Initial Mandatory Qualifications and Issues Notices		November 8, 2006
29. Software Demonstrations		Nov. 28 – Dec. 6, 2006
30. Final Written Comments Deadline		December 8, 2006
31. State Completes Evaluation of Software Demonstration and Requirements and Issues Notices		December 15, 2006
32. State Responds to Final Written Comments		December 15, 2006
33. Proposal Deadline	2:00 p.m.	December 28, 2006
34. State Completes Technical Proposal Evaluations		January 16, 2007



EVENT	TIME	DATE ( <u>all</u> dates are state business days)
35. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	January 17, 2007
36. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	January 19, 2007
37. Contract Signing		January 31, 2007
38. Contract Signature Deadline		February 7, 2007
39. Letter of Credit Deadline		February 8, 2007
40. Contract Start Date		February 13, 2007

### 3 PROPOSAL REQUIREMENTS

Only Proposers who meets minimum functionality criteria will submit written Technical and Cost Proposals (see RFP Section 5.2.8.4). Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

#### 3.1 Initial Mandatory Qualifications

3.1.1 Each Proposer must submit a response to the Initial Mandatory Requirements as described in RFP Attachment 6.3, Section A, Items A.1, A.2 and A.3 by the Initial Mandatory Requirements Deadline as detailed in the RFP Section 2, Schedule of Events. The State will use this information to determine the Proposers that are qualified to respond under the Mandatory Requirement criteria set by the State in Attachment 6.3, Section A.

3.1.2 Each Proposer must submit their Initial Mandatory Qualifications to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The submission must include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- responses to RFP Attachment 6.3, Section A, Mandatory Requirements, Items A.1, A.2 and A.3. These items provide documentation of the Proposer's qualifications to supply the services requested in this procurement, and are mandatory for submission. The Proposer shall not proceed further in the procurement with the State until these items are received and accepted by the State.

3.1.3 Each Proposer must submit one (1) original Initial Mandatory Qualifications response to the State in a sealed package that is clearly marked:

**“Initial Mandatory Qualifications in Response to RFP- 317.03-157-07 -- Do Not Open”**

3.1.4 The State must receive all Initial Mandatory Qualifications responses to this RFP, at the following address, no later than the Initial Mandatory Qualifications Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration  
Office for Information Resources  
17th Floor, William R. Snodgrass TN Tower  
312 8th Avenue North  
Nashville, TN 37243

3.1.5 A Proposer may not deliver a notice orally or by any means of electronic transmission.

#### 3.2 Proposal Form and Delivery

3.2.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.2.2 Each Proposer must submit one (1) original and nine (9) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP- 317.03-157-07 -- Do Not Open”**

- 3.2.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to RFP- 317.03-157-07 -- Do Not Open”**

- 3.2.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-157-07”**

- 3.2.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration  
Office for Information Resources  
17th Floor, William R. Snodgrass TN Tower  
312 8th Avenue North  
Nashville, TN 37243

- 3.2.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

### **3.3 Technical Proposal**

- 3.3.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Sections B and C detail specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

**NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.**

- 3.3.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).
- 3.3.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content.
- 3.3.3.1 The proposal, as well as any reference material presented, must be written in English and must be written on standard 8½" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). Two-sided printing is acceptable.
- 3.3.3.2 The copies of the Technical Proposal must be in three-ring binders and tabbed with dividers into appropriate sections.
- 3.3.3.3 Each page of the response must be clearly and uniquely numbered.
- 3.3.3.4 The front cover must have a separate and distinct control number for each of the 10 printed copies placed in the bottom right corner. The control number naming convention is [Proposer Name]-[sequential number]. (e.g., "Acme-12"). If there is more than one volume to the response, then the control number shall indicate the volume number as well (e.g., "Acme-12, vol. 1").
- 3.3.3.5 The signed original must be clearly labeled "Original" on the front cover. This signed original copy must also be designated by control number "1".
- 3.3.4 Each Technical Proposal binder will include a CD containing electronic files of the contents of the Technical Proposal. The electronic files may be submitted in Microsoft Office 97 or higher format

(Word, Excel, etc.) or in Adobe Acrobat format (PDF), except for certain schedules noted elsewhere that must be in their native format (Excel, Project, etc.). The following files are expected to be the contents of the Technical Proposal CD:

1. Responses to RFP Attachment 6.3, Technical Proposal, Section B and C, in Word or Acrobat format
2. Response to RFP Section 6.8.1.2, Project Work Plan, in Microsoft Project format

- 3.3.5 All of the files and schedules in electronic format on the CDs will also appear in printed form in the body of the proposal, and must be exact copies of the printed documents. The CD copies are for electronic search purposes only, and are not the official copies. In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the printed copy marked "Original" shall prevail. Proposer must include electronic copies of the cost schedules only with the Cost Proposal; do NOT include any cost information, in printed or electronic format, with the Technical Proposal.
- 3.3.6 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.3.7 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.3.8 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

### **3.4 Cost Proposal**

- 3.4.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.4.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide, and shall include a CD of the appropriate electronic files and schedules as specified in the proposal. The following files are expected to be the contents of the Cost Proposal CD:
1. Response to RFP Attachment 6.4, Cost Proposal, in Word or Acrobat format
- All of the files and schedules in electronic format on the CDs will also appear in printed form in the body of the Cost Proposal. The CD copies are for electronic search purposes only, and are not the official copies. In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the printed Cost Proposal shall prevail.
- 3.4.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.4.4 The proposed cost shall incorporate all costs for services, products and/or deliverables under the contract for the total contract period.
- 3.4.5 The Proposer must sign and date the Cost Proposal.
- 3.4.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

## **4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

### **4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Final Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Final Written Comments Deadline.

### **4.2 RFP Amendment and Cancellation**

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

### **4.3 Proposal Prohibitions and Right of Rejection**

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
  - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
  - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
  - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
  - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
  - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

#### **4.4 Incorrect Proposal Information**

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.**

#### **4.6 Assignment and Subcontracting**

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

#### **4.7 Right to Refuse Personnel**

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

#### **4.8 Insurance**

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

#### **4.9 Licensure**

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

#### **4.10 Service Location and Work Space**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

#### **4.11 Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

#### **4.12 Proposal Errors and Amendments**

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### **4.13 Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### **4.14 Disclosure of Proposal Contents**

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

#### **4.15 Contractor Registration**

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

[www.state.tn.us/finance/rds/ocr/sprs.html](http://www.state.tn.us/finance/rds/ocr/sprs.html)

#### **4.16 Contract Approval**

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

#### **4.17 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

#### **4.18 Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### **4.19 Contract Amendment**

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such



agreement shall be effected, depending upon the circumstances, either by means of a change order or a contract amendment. Change orders shall be processed in accordance with the process defined in Contract Section A.24. Any amendments requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

#### **4.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 5 PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, software demonstration, system requirements and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	100
Technical Approach	150
Software Demonstration	225
System Requirements	225
Cost Proposal	300

### 5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

#### 5.2.2 Initial Mandatory Qualifications

5.2.2.1 The RFP Coordinator will review the response to the Initial Mandatory Qualifications submitted by the Proposers. If the RFP Coordinator determines that a Proposer may have failed to meet one or more of the Initial Mandatory Requirements, the Proposal Evaluation Team will review the response and document its determination of whether: (1) the Proposer meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the Proposer non-responsive to the RFP and reject it. The remaining mandatory requirements from RFP Attachment 6.3, Section A, will be reviewed at the appropriate points in the evaluation process as discussed below.

5.2.2.2 Each Proposer that submits a response to the Initial Mandatory Requirements that appears responsive to the RFP after the review in Section 5.2.2 will proceed forward in the evaluation process described below. Proposers that are evaluated as being non-responsive will be notified individually on the date, "State Completes Evaluation of Initial Mandatory Qualifications and Issues Notices" listed in the RFP Section 2, Schedule of Events, by the State that they will not be proceeding forward in the evaluation process. These individual notices will not be posted on the State Web site.

5.2.3 Proposers that passed the Initial Mandatory Requirements will be invited to participate in a Software Demonstration. The dates allotted for the Software Demonstration are shown in the RFP Section 2, Schedule of Events. The State reserves the right to expand or reduce this timeframe, depending on the number of Proposers being evaluated. Dates will be assigned in a random fashion as soon as practical after the Section 5.2.2 review is complete, and Proposers will be notified of their date assignments. Each Vendor will prepare its demonstration using RFP Attachment 6.14, the System Demonstration Scripts.

5.2.4 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Proposer that appears responsive to the RFP as described in this section.

- 5.2.5 Each Proposal Evaluation Team member will independently evaluate each submission at each step of the proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.6 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.7 **Software Demonstration.**
- 5.2.7.1 The Proposal Evaluation Team will evaluate each Software Demonstration, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Section D.
- 5.2.7.2 **Demonstration Script.** The System Demonstration Script is included as RFP Attachment 6.14. This script specifies the requirements and processes that the State expects to be presented in each session. The vendor's evaluation score will be based on the demonstrated ability of the product to address the script's requirements.
- 5.2.7.3 **Handouts.** The Vendor is required to present ten (10) hardcopy versions of RFP Attachment 6.11, Functional Requirements, and ten (10) hardcopy versions of RFP Attachment 6.12, General System Requirements, both fully completed by the Vendor. The Vendor must also submit, at this time, one (1) CD containing an electronic file in Microsoft Excel format of the Functional Requirements and the General System Requirements. In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the printed copy shall prevail. The Vendor may also provide hardcopy versions of presentation or demonstration slides as appropriate, or product literature. The Vendor may not offer or give away any promotional items.
- 5.2.7.4 **Agenda.** The agenda for the Software Demonstration is in RFP Attachment 6.14, System Demonstration Scripts. The demonstration must be executed in accordance with the agenda. The time frames specified should be followed as closely as possible. This is required in order to provide equal demonstration time and ensure a fair evaluation process across vendors.
- 5.2.7.5 **Audience.** Attendees will include the Proposal Evaluation Team members and a number of observers (see 5.2.7.9 below). The total number of attendees could be in excess of 20.
- 5.2.7.6 **Generally Available Software.** During the software demonstration, the Vendor must only demonstrate, and the State will base its evaluation on, software that is in production with an existing client and/or generally available and is the software version that will be presented in the Vendor's Technical Proposal (i.e., not a prototype developed specifically for this demonstration). The Vendor shall not demonstrate any functionality that is not currently available. Additionally, the Vendor shall not demonstrate existing functionality that is only available for an additional cost and not included in the Cost Proposal. (Important reminder: no Cost Proposal information shall be revealed in the Software Demonstration.) For software demonstration purposes, a PowerPoint presentation or software simulation is not acceptable. The demonstrated software must be a live version of the system residing on the Vendor's laptop or being accessed using the Internet. Time permitting during the demonstration, the Vendor may address State requirements not satisfied by the existing software and describe its proposed approach to meeting the State's needs.
- 5.2.7.7 **State Facilitator.** The State will provide a facilitator for each Software Demonstration, and, for consistency, this shall be the same individual for all demonstrating vendors. The State facilitator's responsibilities shall include, but not be limited to, the following:
- ◆ monitor the agenda and signal the presenter when time is short or it appears that the schedule for the current session will not be met;
  - ◆ intervene if the vendor is endangering the schedule by spending too much time on one topic;
  - ◆ remind the vendor to cover scripted requirements, as needed;
  - ◆ monitor the timing of evaluator questions to best accommodate the vendor being able to complete the presentation on each topic.

The State Facilitator's responsibilities notwithstanding, it is the vendor's responsibility to ensure that the vendor's solution is presented in its best light and that all scripted demonstration topics have been addressed in a timely manner.

**5.2.7.8 Equipment.** The State will provide the following equipment:

- Laptop computer connected to a high-speed Internet connection
- Projection screen
- Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment. The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software.

In the event that the Proposer requires an Internet connection for the software demonstration, the State prefers that the Proposer use a State-provided laptop. However, if the Proposer must use its own laptop for the Internet connection, the following is required for the Proposer's laptop to be connected to the State network:

The laptop must contain only the software necessary to conduct the demonstration. Examples of software that must not be loaded on the laptop include broadcasting/streaming software, peer to peer/copy circumvention software, email, or instant messaging. Once the State inspects the laptop and approves it for connection to the State network (see the following paragraph), the Proposer must sign a form stating that no additional software will be installed on the laptop before or during the demonstration period without the State's permission.

Regardless of whether the Proposer chooses to use State- or Vendor-provided laptop(s) for the demonstration, the Proposer must meet with the State at a mutually agreeable time before the start of the Proposer's demonstration, at the State's demonstration site, to test the equipment in the room.

Note that there will not be a printer available for the demonstration. If part of the demonstration process is to demonstrate a report, the vendor may generate the report for on-screen viewing.

**5.2.7.9 Observers.** The Proposal Evaluation Team is allowed to invite functional and technical subject matter experts from their areas to observe in the product demonstrations. These staff may attend the entire demonstration or only those sessions they are most interested in. To ensure the competitive process is not compromised and to manage the demonstration process efficiently, observers are not allowed to ask questions verbally, provide verbal input, or participate directly in the demonstrations. If observing subject matter experts have questions, they may submit them in writing to the State Facilitator or a member of the Evaluation Team, who will then ask the questions during the demonstrations on behalf of the observer. In addition, the State evaluators may, at their option, request consulting input from subject matter experts. In all cases, this will be done in writing through the RFP Coordinator, who shall provide the written responses to all evaluators. The evaluators may consider these written responses when they are assigning their Software Demonstration scores.

**5.2.7.10 Recording.** The demonstration may be videotaped, and the vendor will be held accountable for statements made during the demonstration.

**5.2.8 Preliminary Vendor Score**

**5.2.8.1** After the Software Demonstrations are completed, the RFP Coordinator will gather and record the scores for RFP Attachment 6.3, Section D, the Software Demonstration.

**5.2.8.2** The RFP Coordinator shall review the Vendors' responses to RFP Attachment 6.11, Functional Requirements, for compliance with mandatory requirements for this response, as specified in RFP Attachment 6.3, Section A, Item A.4. If the RFP Coordinator determines that a Proposer may have failed to meet the mandatory Requirements in Item A.4, the Proposal Evaluation Team will review the response and document its determination of whether: (1) the Proposer meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the Proposer non-responsive to the RFP and reject it. The remaining mandatory requirements from RFP

Attachment 6.3, Section A, will be reviewed at the appropriate point in the evaluation process as discussed below.

- 5.2.8.3 For those Vendors whose responses appear to meet the review specified in Section 5.2.8.2, the evaluators shall review and evaluate the Vendors' responses to RFP Attachment 6.11, Functional Requirements, and RFP Attachment 6.12, General System Requirements. On the date, "State Completes Evaluation of Software Demonstration and Requirements," listed in the RFP Section 2, Schedule of Events, the RFP Coordinator will gather and record the scores for RFP Attachment 6.3, Section E, System Requirements. The State will combine the scores for RFP Attachment 6.3, Sections D and E, to form the Preliminary Vendor Score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).
- 5.2.8.4 The State has determined that Proposers whose products lack a minimum level of functionality are not valid candidates for this procurement. The State has defined the minimum level of functionality that is acceptable to the State using the Preliminary Vendor Score with the following criteria:
- a. a minimum Preliminary Vendor Score of 337 (75% of maximum 450 points); or,
  - b. a Preliminary Vendor Score that is within 45 points of the highest Preliminary Vendor Score, provided that the highest Preliminary Vendor Score meets criteria (a); or
  - c. if the criteria used in (a) and (b) above result in only one qualified Vendor, the State may include the Vendor with the second highest Preliminary Vendor Score.
- 5.2.8.5 If no Vendors meet the minimum level of functionality as detailed in 5.2.8.4 above, then the State shall cancel the procurement at this point according to the terms of Section 4.2 above.
- 5.2.8.6 The Preliminary Vendor Scores will be sealed by the RFP Coordinator and no further changes to these scores will be allowed during the Evaluation process.
- 5.2.8.7 Vendors who fail to meet the criteria in either Section 5.2.8.2 or 5.2.8.4 above will not be invited to submit a Technical and Cost Proposal, and will be notified individually on the date, "State Completes Evaluation of Software Demonstration and Requirements and Issues Notices" listed in the RFP Section 2, Schedule of Events by the State that they will not be proceeding forward in the evaluation process. These individual notices will not be posted on the State Web site.
- 5.2.9 **Technical and Cost Proposals**
- 5.2.9.1 Each Vendor who meets the criteria described in Section 5.2.8.4 above will be invited to submit a Technical and Cost Proposal, which must be received by the Proposal Deadline noted in the RFP Section 2, Schedule of Events. The Technical Proposal will be evaluated by the Proposal Evaluation team and scored in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Sections B and C.
- 5.2.9.2 The RFP Coordinator will review each Technical Proposal to determine compliance with Mandatory Requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Section A, Items A.5, A.6 and A.7). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the Mandatory Requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.9.3 All proposals that appear to meet the Proposal Mandatory Requirements will be evaluated by the Proposal Evaluation Team. On the date listed in the RFP Section 2, Schedule of Events, the RFP Coordinator will gather and record the scores for RFP Attachment 6.3, Sections B and C, Qualifications and Experience and the Technical Proposal. These scores will be combined with the previously determined Preliminary Vendor Scores to produce an average Technical Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

- 5.2.9.4 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide, to calculate and document the Cost Proposal scores.
- 5.2.9.5 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

### 5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

The State will not negotiate on terms that are either (1) statutorily or constitutionally disallowed; or (2) not in the State's best interest from a legal or business standpoint. See RFP Attachment 6.6, which provides a general discussion of the items that the State considers "non negotiable." Note, however, that there may be other items not discussed in RFP Attachment 6.6 that also may be non-negotiable.

The State will not accept language in conflict with State law or the State's *Pro Forma* Contract in any terms, conditions, rules, policies, or regulations contained in Contractor's invoices, purchase orders, user manuals, web pages, delivered software, or correspondence. Furthermore, the State will not be bound by contracts or licensing agreements between the Contractor and any third party vendor whose software or services are provided to the State under this agreement (at least to the extent that such agreements are inconsistent with State law or the State's Contract).

**Vendors must not construe the State's willingness to accept some vendor licensing provisions as any form of commitment to resolve the issue to the satisfaction of the vendor. If the State cannot arrive at a solution that is acceptable to the State, the State reserves the right to cancel the award to the apparent best-evaluated Proposer and devolve to the next-best-evaluated Proposer.**

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the

State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

## **ATTACHMENT 6.1**

### ***PRO FORMA CONTRACT***

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of Applicant Services (AS) software and related implementation, support, licensure and maintenance services, as further defined in the "SCOPE OF SERVICES." Therefore, the terms Contractor or Prime Contractor may be used interchangeably, and shall be construed to mean the Contractor.

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

**A. SCOPE OF SERVICES:**

- A.1 General Scope. The Contractor agrees to provide the Applicant Services Solution in accordance with the requirements expressed herein and in the Request for Proposals for Applicant Services (AS) Solution (RFP # 317.03-157-07), dated September 29, 2006, including its attachments (hereinafter referred to as the "RFP").

Under the terms of this contract, the Contractor is required to provide, and, if necessary, modify commercially-available Applicant Services functionality and associated software products and services to meet the requirements identified herein including all documents listed in Contract Section E.9.

**A.2 Timeline.**

The expected timeline for the Implementation phase of the Applicant Services Project is a start date of January 29, 2007, with Applicant Services system joining the Human Resources/Payroll functionality going into production with the start of the new calendar year 2008 (January 1, 2008). To accommodate normal State business operations, the Applicant Services system will be available for production usage no later than December 17, 2007 so that State business commences on that date.

If the selected Contractor exceeds the target production dates and the delay is due to Contractor staff failing to meet their project responsibilities, such overages will not be remedied through the change order process. The approval of change orders is at the sole discretion of the State.

The scope of work under this contract shall consist of six Work Stages as follows:

1. Plan
2. Analysis/Design
3. Construction
4. Test and Train
5. Go Live
6. Post Go-Live Support

- A.3 Types of Services. The Contractor shall provide services including, but not limited to, the following:

- ◆ Project management
- ◆ Tennessee's environment setup, testing and tuning
- ◆ Business process design and software configuration
- ◆ Customizations
  - Reports analysis and development
  - Enhancements and modifications
  - Interface development
  - Data conversion
  - Workflow / security configuration
- ◆ Training and documentation
- ◆ Implementation / deployment support
- ◆ Post-implementation support

Services to be provided are described in this section of the Contract, and in the Contractor's response to RFP Attachment 6.12. The Contractor's response to RFP Attachment 6.12 becomes part of the contract upon execution.

A.4 License Use/Unlimited Usage.

The State's rights to use the License granted in this contract is limited to the Enterprise Scope. The "Enterprise Scope" shall be as expressed as employees of the Executive, Legislative, and Judicial branches of the State of Tennessee and individuals using the Software in furtherance of the State's employment operations, such as applicants applying for a position with the State. This scope does not include employees of the Board of Regents, county and local governments, K-12 school districts and Local Education Associations (LEAs). The License allows an unlimited number of users of the Software and an unlimited number of employees/applicants/applications processed by the Software; provided such users, employees, and applicants are within the Enterprise Scope.

A.5. Prime Contractor's Relationship with Subcontractor(s).

**A.5.a. This contract makes reference to two categories of service providers: (1) the "Prime Contractor," otherwise known as the "Contractor" and defined in the preamble; and (2) the Subcontractor(s), which are defined as entities who have entered into a contractual relationship with the Prime Contractor to provide software and services required by this Contract.**

**A.5.b This Contract is with the Contractor, and the term of the Contract shall be as defined in Contract Section B.1.**

A.6 Project Steering Committee (PSC) Oversight. The State's PSC provides executive-level guidance for the Edison Project, including the Applicant Services system. This committee is made up of representative senior business and technical executives across State government. The PSC shall evaluate the project at critical review points as defined by the State. PSC approval is required for any changes to the project deliverables or implementation schedule.

A.7. State's Edison Project Team and Organization. The Contractor shall provide a document identifying the Contractor and State project staff and their role assignments, as well as the organizational structure of the project team. This document shall be updated throughout the project to reflect any changes in project staffing and team organization that occur. The Project Team and Organization document shall be created in response to RFP Attachment 6.3, Section B.10 and shall be enhanced and updated throughout the project to reflect current information.

State roles and full-time equivalents (FTE's) that have been allocated to the Edison project are described in the following sections. Applicant Services is a module within the overall project scope.

- A.7.a. Project Director. The Edison Project Director shall report directly to the Project Steering Committee. The Project Director is responsible for leadership and oversight of all project activities, tasks and plans, including staffing, budget, resource allocation, implementation and deployment decisions, and strategic planning and communications. The Project Director is the primary contract manager for the Contractor during the project, and is the primary liaison to State executives and managers outside the project.
- A.7.b. Configuration Manager. The Configuration Managers serve on the Edison Project Team, working under the direction of the Project Director. The Configuration Managers are responsible for leading a large and diverse team focused on a specific ERP module such as Human Resources (Personnel), Payroll, Benefits, Financials, Procurement or Asset Management. The Configuration Manager is responsible for managing all aspects of the team's effective and successful work effort for software configuration, development, testing, and deployment of a specific ERP functional module, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants.
- A.7.c. Configuration Lead. The Configuration Lead serves on the Edison Project Team, working under the direction of a Configuration Manager and the Project Director. The Configuration Lead is responsible for leading a small to medium-sized team focused on system configuration, development, testing, and deployment of a specific functional module, such as Applicant Services, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants.
- A.7.d. Configuration Consultant. The Configuration Consultant serves on the Edison Project Team, working under the direction of a Configuration Lead and a Configuration Manager. The Configuration Consultant is responsible for leading a small team and/or individually contributing to a team focused on system configuration, development, testing, and deployment of a specific functional module, such as Applicant Services, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants.
- A.7.e. Enterprise Readiness Lead. The Enterprise Readiness Lead serves on the Edison Project Team, working under the direction of the Project Director. The Enterprise Readiness Lead is responsible for leading a small to medium-sized team focused on training, cultural change management and communications for Project Edison, and may be assigned to a specific functional area, or may have cross-area or project-wide responsibilities.
- A.7.f. Enterprise Readiness Consultant. The Enterprise Readiness Consultant serves on the Enterprise Readiness Team, working under the direction of an Enterprise Readiness Lead. The Enterprise Readiness Consultant is responsible for leading a small team and/or individually contributing to a team focused on training, cultural change management and communications. The Consultant may be assigned to a specific functional area, or may contribute cross-area or project-wide.
- A.7.g. Technical Lead. The Technical Lead serves on the Edison Project Team, working under the direction of the Project Director. The Technical Lead is responsible for leading a small to medium-sized team focused on all technical aspects of the Edison project, including technical design, analysis, programming, testing, support and maintenance. Technical activities can also include hardware administration, network administration, testing management and database administration, and the Technical Lead will supervise their area based on their prior experience with the State's technical architecture and infrastructure, and their technical expertise.
- A.7.h. Technical Consultant. The Technical Consultant serves on the Technical Team, working under the direction of a Technical Lead. The Technical Consultant is responsible for leading a small team and/or individually contributing to a team focused on a specific technical aspect of Project Edison.
- A.7.i. Other State Project Staff Assignments. The State shall assign additional State staff to project roles, as described in the Role Tables below, to participate with the Contractor's staff in all

Project Management Processes and Product Development Phases. At the State's discretion, state personnel may be substituted, added, or removed.

PROJECT ROLE	STATE FTE ESTIMATE
Applicant Services Configuration Lead	1.0
Applicant Services Configuration Consultants	2.0
<b><i>The following roles are for the entire Edison Project.</i></b>	
Project Director	1.0
Project Administrative Assistants	2.0
Configuration Managers	6.0
Enterprise Readiness Leads (Communications, Training, Cultural Change Management)	3.0
Technical Leads	2.0
Enterprise Readiness Consultants	23.0
Technical Consultants (Database Administrators)	2.0
Technical Consultants (Hardware Administrators)	2.0
Technical Consultants (Testing Managers, Programmers)	21.0

- A.8. Contractor's Staffing. The Contractor shall staff the project team appropriately to assure that it can meet the responsibilities defined in this Contract in an efficient, effective, and timely manner. This shall require project team staff with the necessary expertise and in adequate number to perform or administer the activities.
- A.8.a. Contractor Project Team. The Contractor shall have full responsibility for providing staff sufficient to complete the project in the required time frame. The initial Project Team and any subsequent substitution of Project Team members shall require approval by the State. Failure of the Contractor to provide a replacement with equal or greater qualifications may result in Contract termination.
- Contractor will provide sufficient and appropriate staff to meet the State's requirements for testing and quality assurance. These requirements are listed below in Section A.11. The State's requirements for skills and experience for Contractor staff are listed in Contract Attachment A, Section A.4.3.
- The cost to implement the Contractor's recommendations for project team training must be included in the total cost for the proposal (not including travel costs that the State might incur if a course is offered somewhere other than Nashville).
- A.8.b. Plan for Working with State Staff within Work-Day Constraints. The Plan for Working with State Staff shall be created during Stage 1: Plan, and shall be updated throughout the project. The Contractor shall coordinate with State staff to accommodate unusual schedule needs.
- A.8.c. Contractor Work Space, Connectivity, Supplies, and Equipment. The Contractor shall provide supplies and equipment for Contractor staff that meets minimum State platform requirements for work stations. More detailed information for work space, connectivity, supplies and equipment is provided in Contract Attachment A, Section A.4.1.
- A.9. Status Meetings and Status Reports. The Contractor shall conduct regular status meetings with the State Project Director and Project Team, at a frequency mutually agreed by the State and Contractor. The Contractor shall prepare regular Status Reports that reflect the major activities for the reporting period.
- A.10. HIPAA, Confidentiality Agreements, and Acceptable Use Policy. The Contractor, State-approved subcontractors, and their employees may be required to sign HIPAA Business Associate Agreements (see Contract Attachment D), State agency confidentiality agreements, and/or State Acceptable Use Policy agreements (see Contract Attachment C), in addition to complying with the confidentiality requirements stated herein.

## A.11 Project Quality Management and Testing Requirements.

### A.11.a Staffing.

#### A.11.a.1 Contractor Responsibilities.

1. The Contractor shall staff the on-site project team with a Configuration Manager role. The project team member assigned this role must have the managerial authority to fulfill the following responsibilities.
  - a. Ensure that Contractor quality control activities are performed and documented.
  - b. Ensure that corrections identified through those activities are made.
  - c. Ensure that corrections identified by State quality review are made.
  - d. Administer the Contractor's process for resolving defects in both software and non-code deliverables.
  - e. Control and execute the software build and deployment process for the Contractor test environment(s).
  - f. Develop test management level documentation and obtain concurrence from other project team management on the documentation.
  - g. Oversee development of detail test plans for Contractor capacity, system, and integration testing.
  - h. Plan adequate resources and schedule for Contractor capacity, system, and integration testing.
  - i. Manage the Contractor capacity, system, and integration testing effort to meet schedule and quality requirements.
  - j. Assess the effectiveness of unit testing and communicate needed improvements.
  - k. Ensure that Contractor responsibilities for support of State acceptance testing are fulfilled.
  - l. Work with the State to plan and execute performance testing.

#### A.11.a.2 State Responsibilities.

1. The State will staff the on-site project team with a Quality Assurance/Testing Manager. This person will be responsible for managing State deliverable reviews and managing State acceptance testing. This person may be allocated to the project less than full time depending on demand.
2. If the State provides configuration management and/or issue/defect tracking software tools, the State will provide a part time tool administrator.
3. The State may allocate additional quality assurance support staff to the project on a part time, short-term basis. The Contractor shall not plan for allocation of any such resources.
4. The State will provide technical and business subject matter experts on a limited, part time, and scheduled basis. These persons will provide consultation on and review of deliverable content.
5. The State will form an acceptance test team with business staff and analysts. The team size will be dependent upon member availability and may vary during the acceptance test effort.

### A.11.b Configuration Management

#### A.11.b.1 Contractor Responsibilities.

1. If needed, the Contractor shall acquire a sufficient number of software configuration management tool licenses to support the entire project team (both State and Contractor staff) using the State standard tool..
2. The Contractor shall maintain all contract deliverables under version control. The deliverable initial version submitted for State acceptance must be under version control, but may be placed under version control earlier in its development.
3. The Contractor shall ensure that a deliverable version under State review is not changed while being reviewed.
4. The Contractor shall ensure that a deliverable version approved by the State is not changed after approval.

5. The Contractor shall ensure that its project team members work from approved deliverable versions only.
6. The Contractor shall ensure that the approved version of every deliverable is easily identifiable in the configuration management/version control tool.
7. The Contractor shall provide Application Release Notes with each software release submitted for State acceptance testing.

A.11.b.2 State Responsibilities.

1. The State may provide a State-standard configuration management tool for on-site project team use. The State will by default restrict access to the tool to on-site staff only, but may allow off-site access at its sole discretion if justified.
2. The State will control release of software into the State's acceptance test environment. The procedure of deploying software to this environment, if delegated to the Contractor, may only be performed with prior authorization from the State project management.
3. The State will control release of software into the State's production environment. The procedure of releasing software to this environment, if delegated to the Contractor, may only be performed with prior authorization from the State project management.

A.11.c Testing Requirements – Test Planning

A.11.c.1 Contractor Responsibilities.

1. The Contractor shall develop a Test Management Plan to ensure efficient and effective operation and control of its testing activities. The plan shall conform to the description in Contract Section A.16.a.2 below.
2. The Contractor shall obtain written State approval of the Test Management Plan prior to beginning detail test development.

A.11.c.2 State Responsibilities.

1. The State shall review the Test Management Plan and advise the Contractor as to its acceptability.

A.11.d Testing Requirements – Capacity Evaluation Planning

A.11.d.1 Contractor Responsibilities.

1. The Contractor shall develop a Capacity Evaluation Plan and keep it updated as required by the State.
2. The Contractor shall include load/stress and volume/throughput test scenarios in the Capacity Evaluation Plan.
3. The Contractor shall obtain written State approval for the initial and updated (if required) releases of the Capacity Evaluation Plan. The Contractor shall re-confirm with the State that the most recent release of the plan remains applicable prior to beginning the Capacity Evaluation Test.

A.11.d.2 State Responsibilities.

1. The State shall provide relevant technical and other data for use in the capacity evaluation, such as information relating to hardware, software, and communications network.
2. The State shall provide updated or more detailed capacity-related data as such data become available.
3. The State shall review each release of the Capacity Evaluation Plan and advise the Contractor as to its acceptability.

A.11.e Testing Requirements – Test Development: System Test

A.11.e.1 Contractor Responsibilities.

1. The Contractor shall develop a System Test Plan to ensure that all system processing is accurate and that all system outputs are valid. The plan shall conform to the description in the Deliverable Specifications section of this attachment.
2. The Contractor shall obtain written State approval for the System Test Plan prior to beginning system test execution.

A.11.e.2 State Responsibilities.

1. The State shall review the System Test Plan and advise the Contractor as to its acceptability.

A.11.f Testing Requirements – Test Development: Acceptance TestA.11.f.1 Contractor Responsibilities.

1. Provide input as requested for Acceptance Test Plan.

A.11.f.2 State Responsibilities.

1. The State shall develop an Acceptance Test Plan. The plan will be based on the State's business and technical requirements as defined and documented during the project. The Acceptance Test Plan will cover functional testing and may cover any or all of the following:
  - a. Performance/load testing
  - b. Interfaces with business partner systems
  - c. Usability testing

A.11.g Testing Requirements – Test Environment PreparationA.11.g.1 Contractor Responsibilities.

1. The Contractor shall provide all software and documentation required to support system backup, recovery, restart, and reorganization of the State's testing environment.
2. The Contractor shall prepare procedures for loading, capturing or reporting, and refreshing data in the State's test environment. The Contractor shall deliver these procedures as part of the initial release of the software it submits for acceptance testing.
3. The Contractor shall prepare test data and data to be retained for ongoing testing which supports thorough test coverage according to approved Contractor test plans.
4. All test plans, cases, scenarios, scripts and results shall be stored in a single, central repository.
5. The Contractor shall convert samples of legacy data sufficient for the State to conduct acceptance testing according to its Acceptance Test Plan. This will include populating the system with sufficient data so that the acceptance test environment contains a fully functional system.
6. The Contractor shall train the State's acceptance test team members on basic use of the system.

A.11.g.2 State Responsibilities.

1. The State will assign staff to form an acceptance test team.
2. The State will schedule acceptance test team members for training and testing activities.
3. The State will advise the Contractor on the acceptability of converted (seed) data for acceptance testing.

A.11.h Testing Requirements – Test Execution: System TestA.11.h.1 Contractor Responsibilities.

1. The Contractor must perform systems tests on-site.
2. The Contractor shall perform a full system test in a State-approved testing environment prior to releasing the software to the State for acceptance testing. The software release must pass this test for the State to consider allowing it into acceptance testing.

A.11.h.2 State Responsibilities.

1. The State will observe or review the full system test as part of its decision to accept a software release into acceptance testing.

A.11.i Testing Requirements – Test Execution: Capacity Evaluation TestA.11.i.1 Contractor Responsibilities.

1. The Contractor shall conduct all planned capacity evaluation testing in accordance with the approved Capacity Evaluation Plan.
2. If the Contractor uses testing tools for capacity evaluation testing, those tools shall be the State standard products and versions.
3. The Contractor shall conduct all planned capacity evaluation testing in cooperation with a designated State capacity evaluation test team (see Capacity Evaluation Testing: State Responsibilities, below).
4. The Contractor must be prepared to perform multiple iterations of capacity evaluation testing upon State request.
5. The Contractor shall obtain written acceptance of the test results from the State capacity evaluation test team.

A.11.i.2 State Responsibilities.

1. The State will assign technical staff to form a capacity evaluation test team. Team members will represent all areas relevant to the system's technical design.
2. The State capacity evaluation test team will support and participate in the Capacity Evaluation Test on a limited basis. Team members will be available part time only and only when scheduled in advance.
3. The State capacity evaluation test team will evaluate capacity test results and advise the Contractor on their acceptability.

A.11.j Testing Requirements – Test Execution: Acceptance Test

A.11.j.1 Contractor Responsibilities.

1. The Contractor shall reset the acceptance test environment to its initial state (see Test Environment Preparation, above, in this attachment) upon State request.
2. The Contractor shall resolve any issues or discrepancies reported by the State as defined in the Defect Reporting and Resolution section of this attachment (below).
3. Acceptance testing shall include, and Contractor shall conduct, an application security assessment or penetration test to verify that there are no security vulnerabilities in the delivered application.

A.11.j.2 State Responsibilities.

1. The State will determine when a system release is acceptable for conducting acceptance testing. The acceptance test entrance criteria will include:
  - a. Contractor has successfully demonstrated system and integration testing and the State has approved all reviewed integration and system test results.
  - b. Contractor has delivered to the State all deliverables prerequisite to or associated with the system release and the State has approved these deliverables.
  - c. Contractor has placed the complete code base under version control/configuration management.
  - d. Contractor has successfully converted and loaded acceptance test data as required by the State.
  - e. Acceptance test team has been trained on the application.
2. The State will conduct a rigorous acceptance test of the system following the procedures defined in the Acceptance Test Plan and using State-standard testing tools, or those approved in writing as an exception for the Edison project.
3. The State will verify and document its acceptance test results including reporting any issues or discrepancies discovered as defined in the Defect Reporting and Resolution section of this attachment (below).
4. The State will identify potential scope changes and authorize change orders it deems necessary to project completion as described in the Change Management/Scope Control section of this attachment (above).
5. The State will notify the Contractor in writing when it determines that the system is acceptable.

A.11.k Change Management / Scope Control.

A.11.k.1 Contractor Responsibilities.



1. The Contractor shall document scope control processes and roles and responsibilities as specified by the State in the project Configuration Management Plan.
2. The Contractor shall not work on out-of-scope features, functions, or tasks until the State grants authorization in writing.
3. The Contractor shall provide a fixed-price estimate for each scope change being investigated by the State.
4. The Contractor shall advise the State regarding schedule and resource impacts for each scope change the State considers.
5. The Contractor shall track the progress of work on authorized change orders and report to the State upon request.

A.11.k.2 State Responsibilities.

1. The State will define scope control processes and roles and responsibilities to the Contractor for documenting in the Configuration Management Plan.
2. The State will institute a committee of project stakeholders to evaluate potential scope changes and authorize those it deems necessary.
3. The State shall authorize out-of-scope work (change orders) at its sole discretion.
4. The State shall only authorize out-of-scope work in writing.
5. The State shall not be liable for out-of-scope work the Contractor undertakes without written State authorization.

A.11.l Testing Requirements – Test Results Analysis and Reporting: Defect Reporting and Resolution

A.11.l.1 Contractor Responsibilities.

1. The Contractor shall record and track all reported defects in a defect tracking system as specified by the State.
2. The Contractor shall fix all system defects including security vulnerabilities identified by the State and as required by the state.
3. The Contractor shall track the work on each required fix and report progress upon State request.
4. The Contractor shall fix system defects according to their State-assigned priority.
5. The Contractor shall obtain written authorization from the State before proceeding with a fix.
6. The Contractor shall evaluate each reported issue/discrepancy and report its findings to the State. Findings shall include:
  - a. An estimate of the time and effort needed to resolve the issue/discrepancy
  - b. Potential impacts/risks to the project schedule and resources
  - c. Potential impacts/risks to the application/system
7. The Contractor shall fix system defects that the State classifies as "critical" as quickly as possible, bringing to bear all reasonable resources, but not to exceed the time required for a non-critical issue.
8. The Contractor shall resolve all non-critical issues/discrepancies typically within fifteen (15) business days after State authorization to proceed with the work.

A.11.l.2 State Responsibilities.

1. The State will identify issues and discrepancies and report them to the Contractor using a standardized written or electronic format.
2. The State will determine the severity of each reported issue/discrepancy and will classify certain issues/discrepancies as "critical" at its sole discretion.
3. The State will be the final authority as to determining whether an issue/discrepancy is a defect or not.
4. The State will assign a relative priority to the defect after considering the Contractor's findings.
5. The State will be the final authority as to determining whether a defect is fixed and can be classified as closed or not.
6. The State may waive fixing a defect at its sole discretion.

A.12 Detailed Approach. As stated above in Section A.2, the scope of work under this Contract shall consist of six Work Stages. An overview of each stage (which includes associated tasks, deliverables, and respective Contractor and State responsibilities) is shown within this section.

Additionally, milestones and deliverables are detailed in a Responsibility Matrix for each stage. The responsibility for each of these deliverables is shown in the Responsibility Matrix chart following the brief explanation of each deliverable. The term “Accountable” indicates the party ultimately accountable for the deliverable, while “Contributing” indicates the party that has significant involvement to ensure success. Involvement may be in resource time and/or knowledge and information. Each deliverable will have an acceptance form that will be used to confirm acceptance by both the State and the Contractor.

#### A.13 **Stage 1: Plan**

The purpose of Stage 1 is to perform initial planning and preparation for the project with respect to the overall implementation effort. Activities during this stage will include:

- Confirming the project goals and objectives for the Applicant Services Project
- Clarifying the scope of the implementation
- Reviewing/confirming the implementation strategy, and defining the overall project schedule and implementation sequence
- Assigning resources based on the needs of the project

##### A.13.a **Stage 1 Project Deliverables:**

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.13.a.1 **Master Project Workplan.** The Contractor shall create a Master Project Work Plan that includes all known tasks for the duration of the project, including the critical path time line. The Master Project Work Plan shall reflect the State-approved implementation schedule and shall cover the entire project, including each product development phase. The Master Project Work Plan shall be based on the Plan created in response to RFP Attachment 6.8, Section 6.8.1.2 and updated during the Planning Stage. The Master Project Work Plan shall be reviewed regularly with the State Project Manager and updated throughout the project to reflect current information.

The Master Project Work Plan shall include the following:

- **Work Breakdown Structure.** A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables and milestones shall be provided.
- **Timetables.** The Master Project Work Plan shall provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections. A timetable shall be developed for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. This includes critical deadlines and milestones for Contractor and State deliverables, including purchase and installation of equipment. The dates arrived at within the Master Project Work Plan must be mutually agreed upon between the State and the Contractor within thirty (30) days of submission of the Master Project Work Plan, with the State having final authority for approval.
- **Resource Loading.** The plan will include assignment of Contractor personnel (including sub-contractor personnel, if applicable) and State personnel by task with estimated hours. Task estimates shall not exceed 80 hours. The Contractor shall ensure that the schedules of the project staff have been designed to guarantee timely completion of deliverables. A summary of total Contractor and State hours by phase is required.
- **Critical Path.** The Master Project Work Plan shall include a critical path with parallel and dependent project tasks.
- **Assumptions and Constraints.** The Contractor shall identify and document any assumptions or constraints that relate to the approved Master Project Work Plan. The Assumptions and Constraints document used to create the initial submitted

Work Plan shall be updated during the Planning Stage and throughout the project to reflect current information.

- **Project Timeline/Deliverable/Milestone Risks.** The Contractor shall document potential project risks that could impact their ability to meet milestone dates in the Master Project Work Plan. The Contractor shall also document procedures for handling of potential and actual problems; this shall also include general plans for dealing with the slippage of critical dates.

The Project Risks document shall be created during Stage 1 Plan and shall be updated throughout the project to reflect current information.

A.13.a.2 Issue Resolution Plan

Adoption of the existing Edison plan to identify, document, and resolve any project issues that are identified throughout the project.

A.13.a.3 Knowledge Transfer Plan

How the Contractor will transfer expertise to the State project team members throughout the project.

A.13.a.4 Training Plan. The Contractor shall create a comprehensive Training Plan for project team training and for end user training that will be used as the foundation for knowledge transfer and retooling the workforce. The Contractor shall prepare a separate training plan for each type of training (project team, end user). Please refer to Contract Attachment A for more details about estimated number of end users. All training shall be role-based, modular and scaleable in design. The Training Team will consist of Contractor and State personnel. The Contractor is expected to provide all needed project team training and will train the State's trainers for end user training.

- **Training Content.** The Contractor shall present sufficient overview in each training class to address how that specific training component fits into the larger picture and contributes to a result. The Contractor's training content shall include system workflow and usage training for all types of system users. The Contractor shall emphasize the importance of following standard practices for data entry and other system usage to ensure quality and completeness of data and to achieve maximum system benefits for all users.
- **Project Team Training.** The Contractor, as part of its response to this RFP, shall have created a training plan for the State's Applicant Services project team, including recommended classes, schedules and locations (if other than Nashville). Wherever possible, the Contractor will schedule the classes at a State facility in Nashville. Training recommendations will be based on the role and management level that each member of the State project team will hold, as discussed above in Contract Section A.7. All project team training costs, other than travel costs for classes outside of Nashville, will be included in the Contractor's Cost Proposal.
- **Business User Training.** The Contractor shall partner with State training staff through a train-the-trainer approach to perform training for business users who shall use the Applicant Services System to perform daily job functions. Training shall be structured around the new business user roles that are defined during the Analysis/Design Phase. A business user is defined as a State employee or Contractor hired by the State to perform business functions.
- **Technical Staff Training.** The Contractor is responsible for training the State's technical team that will perform development, maintenance and support activities. The Technical Staff training curricula and materials shall cover all aspects of system design, operation, and maintenance, including, at a minimum, the contents and usage of the Operations Manual.

A.13.a.5 Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan during this stage of the Project. To prevent loss of data, the Contractor shall develop and implement backup and recovery procedures. This plan shall include procedures for the periodic copying

of data to other media and the process for restoring data to its original or prior form. Tests shall be performed to validate the backup and recovery procedures. The Contractor shall include provision for off-site storage of the Applicant Services application and data. The Contractor shall update this plan in subsequent phases, as more information is available.

A.13.a.6 Quality Assessment.

**Contractor Responsibilities**

1. The Contractor shall periodically review the Quality Management Plan and evaluate project performance against the defined goals and objectives.
2. The Contractor shall make project records and work papers available to the State upon request to support a quality assurance assessment.
3. The Contractor shall make project team members available to the State for interview upon request to support a quality assurance assessment.
4. The Contractor shall implement process improvements on the project as recommended by the quality assurance assessment and directed by State project management.

**State Responsibilities**

1. The State may, at its sole discretion, perform one or more assessments of project quality performance. This Quality Assurance Assessment will evaluate project performance against the Quality Management Plan goals and objectives. The assessment will provide written recommendations for improvements to project management and higher-level management as needed.
2. The State may schedule quality assurance assessments periodically throughout the project if it determines that there is a need for ongoing monitoring of project quality performance.

A.13.b Stage 1 Responsibilities.

<b>RESPONSIBILITY MATRIX</b> <b>A=Accountable, C=Contributing</b>	<b>Contractor</b>	<b>State</b>
1 Master Project Workplan	A	C
2 Issue Resolution Plan	A	C
3 Knowledge Transfer Plan	A	C
4 Training Plan	A	C
5 Backup and Recovery Plan	A	C
6 Quality Assessment	A	A

Notes for Responsibility Matrix:

- 1 Project Workplan. Contractor will draft the project work plan which will include project tasks, estimated time budgets for each task, as described more fully above. Contractor and State will work together to establish a final project plan including a mutually agreeable division of labor.
- 2 Issue Resolution Plan. Contractor is responsible for acknowledging adoption of the existing Issue Resolution Plan.

A.14 **Stage 2: Analysis/Design**

The purpose of Stage 2 is to produce the system design, which identifies the details of the new business processes that will be developed, tested, and implemented at the State. During this stage, the Contractor's response to RFP Attachment 6.11, Functional Requirements, will be used as a reference to help develop the new business processes in a series of workshops attended by State subject matter experts. Once the design has been completed and accepted by the State, it will define the new business processes to be implemented and the detailed scope of the implementation.

Major activities that are performed in this stage include:

- Define the scope of software configuration
- Perform a fit-gap analysis
- Revise and finalize the overall project schedule and implementation sequence
- Develop a list and prepare high-level development specifications, as needed, for custom reports, interfaces, conversions and enhancements
- Conduct business process workshops
- Install the development system

A.14.a Stage 2 Deliverables:

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

- A.14.a.1 Software Available. All baseline system functionality as proposed (including any 3<sup>rd</sup> party software proposed and required to meet functional requirements in the RFP) has been properly set up and is functioning as intended. State has verified that applicable functionality is available.
- A.14.a.2 System Administration Procedures. Documentation of all procedures required for proper system operation, including but not limited to: establishment and maintenance of various instances required for the project, back-up and recovery, and database administration.
- A.14.a.3 Perform Fit-Gap Analysis. The Contractor shall perform a fit-gap analysis by comparing the Contractor responses to the Functional Matrix to the baseline software solution. The Contractor shall identify, analyze, and document the requirement gaps. This document shall map, at a detailed level, the extent that the software can meet the State's functional requirements and "to be" business processes. In preparation for presentation and approval from the PSC, the Contractor shall detail each change needed to bring the software package into compliance with the State's requirements and "to be" business processes, and a design solution shall be identified that shall meet the State's needs. For each requirement that requires custom code, the impact in cost and time for this customization during the initial implementation as well as for future upgrades shall be documented. For each requirement that can be met out-of-the-box with little or no configuration required, specific examples of screen shots, database relationships, and workflow processes shall be provided to establish that the requirements can be satisfied. The Fit-Gap Analysis document shall be presented to the PSC for review and approval.
- A.14.a.4 System Design Document. Development and documentation of all coding structures required for the configuration of all Applicant Services modules and for meeting state and federal reporting requirements. The Contractor shall create a document that describes the design of the proposed solution and implications for the State's administrative business functions. This document will communicate the new business solution and expected changes to the organization. The deliverable will include:
- The proposed integrated business processes
  - High-level introductory descriptions for each process
  - Supporting visual process flow or hierarchical diagrams
  - Documentation of all system configuration items to support the business process design
- A.14.a.5 Interface Approach Plan. Document which summarizes the requirements for interfaces for State's Applicant Services system within the HR/Payroll business areas.

The Contractor will be responsible for the development and deployment of a set of standard and secure inbound and outbound interfaces for the State to process transactions from and to other State administrative systems. Standard and secure inbound and outbound Applicant Services interfaces include, but are not limited to, the following interface examples:

SOURCE SYSTEM	TARGET SYSTEM	INFORMATION	CONTRACTOR – RESPONSIBILITY	STATE– RESPONSIBILITY	AGENCY – RESPONSIBILITY
Applicant Services	Edison ERP	New Hire Transactions (inbound)	Produce a file of new hire transactions in a format acceptable to Edison	Provide a standard inbound new hire transaction file format	Applicant Services
Applicant Services	Edison ERP	Personnel Records (including skills, experience and training) (inbound)	Produce a file of personnel records in a format acceptable to Edison	Provide a standard inbound personnel transaction file format	Applicant Services
Edison ERP	Applicant Services	Positions (outbound)	Provide a standard inbound position file format	Produce a file of position records in a format acceptable to the Applicant Services system	Edison ERP
Edison ERP	Applicant Services	Personnel Records (including skills, experience and training) (outbound)	Provide a standard inbound personnel record file format	Produce an extract from Edison in a format acceptable to the Applicant Services system	Edison ERP
Edison ERP	Applicant Services	Class/Comp Schedules (outbound)	Provide a standard inbound class/comp schedule file format	Produce an extract from Edison in a format acceptable to the Applicant Services system	Edison ERP

The Contractor shall also be responsible for the nightly download of system data utilizing a secure method of file transfer such as SFTP to a designated State server. The Contractor shall provide procedures for ensuring the accuracy and completeness of the Applicant Services data set.

The Contractor shall provide services to the overall interface effort as noted in the table above, which includes (but is not limited to):

- Needs assessment
- Interface design
- Interface development
- Testing
- Development of procedures that support interface operations

The Contractor will not be responsible for developing or deploying agency-specific code as part of the standard set of inbound and outbound interfaces. Contractor will be responsible for modifying its standard interface formats to include any required data fields not already appearing in the interface formats. The Edison team will be responsible for modifying their current programs to produce files that match the Contractor's standard inbound interface format. The Edison team will also develop programs to use the outbound interface.

A.14.a.6 Data Conversion Plan. Addresses the State's planned approach for converting Applicant Services data. The plan shall address the following, as applicable:

- Data cleansing
- Identification of all conversion tasks
- Schedule of conversion tasks

- Identification of all data sources
- Identification of data elements and/or systems to be converted
- Identification of data needed to populate the system so that it is a fully functioning system
- Data conversion and load process
- Conversion environments
- Conversion testing
- Identification and tracking of defects
- Roles, responsibilities, and staffing to support conversion
- Conversion overview noting objectives, approach, roles, techniques, testing process, data validation, impact and resources
- Conversion strategy for handling transition period when switching from the old system to the new and the interfaces associated with each
- Conversion process (automated, manual, verification procedures, and acceptance responsibilities)
- Conversion of data into a common format (i.e. XML) prior to the loading into the Applicant Services System
- Conversion support (system resource requirements, policy and hardware)
- Manual conversion system/data cleanup activities
- Manual data entry activities
- Procedure for continually updating data when there are changes to the source systems
- Identification of necessary computer processing workloads
- Identification of and planning for manual support requirements
- Identification of control procedures and evaluation criteria
- Special training for conversion activities
- Any interim file maintenance requirements
- Development of conversion programs (includes specifications, program coding, test plans, and complete testing)
- Backup and recovery of converted data, including methods for returning to legacy state

The Contractor's responsibility for required data conversion activities associated with the project includes the following:

- Confirm statewide and agency-specific data conversion requirements
- All aspects of creating and populating the production database necessary to move the system into its full production environment;
- Data transfers during the period when the old and new systems are both operating (during year-end close processing or during implementation phasing);
- The conversion of any detailed history or open items necessary to support particular reporting, auditing, or processing objectives;
- Expected data volumes;
- Identification of those conversions where automated conversion tools or programming can be used to significantly reduce data conversion labor; and
- Roles, responsibilities and a schedule for the conversion effort.

In the execution of the conversion plan outlined above, the Contractor will be responsible for developing and testing automated conversion programs to support the commencement of live operations. If correction or cleansing of any of the State-provided data is required, those tasks are the responsibility of the State, although direction from the Contractor may be required. Efforts to be provided by the Contractor shall include, but not be limited to:

- Developing programming specifications
- Coding of conversion programs in accordance with program specifications
- Performing unit and integration testing of the conversion programs
- Converting, at a minimum, the following information:
  - Position/personnel records;
  - Compensation classification codes/tables; and,
  - Open hiring data (including over 221,000 applicants totaling roughly 8,000,000 transactions which the State considers current records which need to be converted into the Applicant Services system);

- Building any crosswalk file structures required to assist the State in developing test scenarios and conducting acceptance testing
- Running the conversion programs and assisting the State with the verification of the converted data in the production environment. The Contractor will lead the data conversion/loading effort. The State will be responsible for verifying the accuracy of the converted/loaded data.

A.14.a.7 Inventory of Planned Enhancements. A listing of all enhancements to be developed in order of priority, the business justification for each enhancement, potential risk to the project, as well as cost, work plan and staffing impact.

A.14.a.8 Inventory of Planned Custom Reports. A listing of all custom reports and custom forms to be developed in order of priority, the business justification for each report, potential risk to the project, as well as cost, work plan and staffing impact. Although this list will be comprehensive, the Contractor shall be responsible for the design and development of the following five specified reports, plus an additional ten (10) reports of average level of difficulty during the implementation effort that will be specified following system design. State will be responsible for providing functional design input and signoff for these reports.

The five specified reports that Contractor shall provide, if not already in the baseline delivered system, are:

1. Register – contents selectable by query (multiple sort capability, also need to be able to save a copy of whatever sort we run) – criteria for query selection include:
  - a. Position (Class) Number (e.g., 073711)
  - b. Position (Class) Title ( e.g., Personnel Analyst 1)
  - c. Budget Code (e.g., 31903)
  - d. Register type (e.g., appointment, promotional, etc.)
  - e. County location of position (e.g., 19-Davidson)
  - f. Breakdown code (Geographical such as statewide, division, district, etc.)
  - g. Area/District/ Reg Code (two digit number)
  - h. Unit Code (four digit number)
2. Examination Announcement List - Report
3. Applicant Status - Report
4. Selected Candidates Checklist - Report
5. State Application - Form (Used for paper applications)

A.14.a.9 Inventory of Workflows and Notifications.

The Contractor shall plan on designing, developing, and testing the workflow and notifications listed below. The State will take responsibility for developing additional items outside of this list.

WORKFLOW/ELECTRONIC APPROVAL		
AREA	BRIEF DESCRIPTION	HIERARCHY
APPLICANT TRACKING		
Applicant Selection	Routing based upon agency request for DOP approval to hire selected applicant(s) from register.	1 Level - 1) Agency to DOP

NOTIFICATIONS		
Circumstance	Volume/Month	Current Notification
Request for Interview	Not known	
Notification of Scores	Not known	
Applicant Notification Letters	Not known	

A.14.a.10 Training Analysis, Design and Prototype. The Contractor shall refine the Training Plan based on the new system design being developed during this phase. Additionally, the training



curriculum will be finalized and a prototype of each type of training material and job aid will be developed at this time.

- A.14.a.11 **Security Plan.** The Contractor shall create a detailed Security Plan describing how the system application security features shall be integrated with existing network user log-in ids to provide the security requirements found in RFP Attachment 6.7, Section 6.7.5.7. Recommended levels of security, limitations of capabilities, and required rules shall be provided. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles.

A.14.b Stage 2 Responsibilities.

<b>RESPONSIBILITY MATRIX</b> <b>A=Accountable, C=Contributing</b>	<b>Contractor</b>	<b>State</b>
1 Software Available	A	C
2 System Administration Procedures	C	A
3 Perform Fit-Gap Analysis	A	C
4 System Design Document	A	C
5 Interface Approach Plan	A	C
6 Data Conversion Plan	A	C
7 Inventory of Enhancements	A	C
8 Inventory of Reports	A	C
9 Inventory of Workflows and Notifications	A	C
10 Training Analysis, Design and Prototype	A	C
11 Security Plan	A	C

Notes for Responsibility Matrix:

2 System Administration Procedures. Contractor will provide recommended approach for system administration procedures. State will be responsible for incorporating these procedures into their own standard procedures.

4 System Design Document. Contractor will take the lead in drafting and assembling the System Design deliverable. State will be responsible for providing functional input/guidance and assistance needed in completing the design. State has final responsibility for design review and signoff. State is responsible to making sure appropriate business personnel are available and participate during Business Process workshops.

A.15 **Stage 3: Construction**

The purpose of Stage 3 is to develop a system that is capable of executing the business processes that are identified in the System Design.

**During this stage, the State and Contractor will develop and execute a stress and volume test. Working in close partnership with State, Contractor will configure and implement the application's role-based security and authorizations strategy for the end users. Contractor will assist the State in mapping the legacy data, and will begin to test the various interfaces to the State's legacy systems. The State Project Team will also receive a significant amount of training and system knowledge during this stage. The System Design will provide the detailed scope for these efforts.**

#### A.15.a Stage 3 Deliverables

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

##### A.15.a.1 Functionality Customized for State.

- Interfaces
- Reports
- Conversion Programs (as well as manual conversion procedures as appropriate)
- Enhancements
- Workflows

A.15.a.2 Production and Training Environments established. The technical environments that support both end user training and production use have been properly established and are functioning as planned.

A.15.a.3 Development of User Documentation and Training Materials. The Contractor will be responsible for providing technical and user documentation for the system. This documentation will be both hard copy and, where appropriate, incorporated into the system's online help facility.

A.15.a.4 Quality Assessment.  
(See A.13.a.6 above.)

#### A.15.b Stage 3 Responsibilities.

<b>RESPONSIBILITY MATRIX</b> <b>A=Accountable, C=Contributing</b>	<b>Contractor</b>	<b>State</b>
1 Functionality Customized for State		
Interfaces	A	C
Reports	A	C
Conversion programs and/or procedures	A	C
Enhancements	A	C
Workflows	A	C
2 Production and Training Environments established	A	C
3 Development of User Documentation and Training Materials	A	C
4 Quality Assessments	A	A

#### A.16 Stage 4: Test and Train.

The purpose of Stage 4 is to properly test the newly-configured system and to train end users on the software.

##### A.16.a Stage 4 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.16.a.1 Capacity Evaluation Plan. The Contractor shall develop a Capacity Evaluation Plan that addresses the requirements specified above in A.11.d.

A.16.a.2 Configuration Management Plan. The Contractor shall develop a Configuration Management Plan that addresses the requirements specified above in A.11.b.

A.16.a.3 Application Release Notes. Test documentation generally should be based on the IEEE Std 829-1998 (or current release). The Application Release Notes deliverable is based on the Test Item Transmittal Report described in the standard. The Contractor must provide this deliverable to the State with each software release submitted for State acceptance testing. The deliverable will document the following items:

- Planned release date.
- Release/revision number of the software/system.
- Features/functions added.
- Features/functions removed (if applicable).
- Defects fixed (by defect ID).
- Modules included in the release (by name and version number; indicate changed or new modules).

A.16.a.4 Test Management Plan. The Contractor shall develop a Test Management Plan that addresses all testing tasks in detail, including the following:

A.16.a.4.1 System Test Plan. System Test Plan deliverables will incorporate the following features from the test specification document types in the standard.

1. A test design specification will be developed for each logical grouping (based on the system design) of system components to be tested (e.g., each interface or each major system function such as a month-end close process).
  - a. Identify the feature to be tested, including references to requirements or design specifications.
  - b. Define the test pass/fail criteria.
2. One or more test cases will be developed for each test design specification.
  - a. Test case conditions
  - b. Input specifications
  - c. Output (result) specifications
  - d. Dependencies
3. A test procedure will be developed for each test design specification. More than one procedure may be needed in some cases such as testing an exception or correction process for the main process. Each procedure will include the following steps. Other steps as defined in the standard may be needed in some cases.
  - a. Set-up (pre-conditions)
  - b. Start (initiate the test execution)
  - c. Proceed (steps to perform the test)
  - d. Stop (bring the test to a well-defined conclusion)
  - e. Wrap-up (restore the test environment)

A.16.a.4.2 Acceptance Test Plan. The Contractor shall contribute to a User Acceptance Test Plan for which the State has accountability. The Contractor's contributions shall be to describe how they would accomplish the Contractor's supporting tasks, including resources to be included in the project work plan. These tasks are specified in the RFP's sections related to specific levels of testing.

The Contractor shall provide documentation of the acceptance test environment hardware, software, and network configuration in detail to support troubleshooting, recovery in case of damage, and configuration of the production system. The configuration documentation must be kept current, but a history must also be provided to support backing out ineffective configuration changes.

The Contractor shall contribute the above information at each time the Acceptance Test Plan is updated throughout the life of the project. State approval of the Contractor's work related to the acceptance test environment is required before training classes for user acceptance testers are scheduled.

A.16.a.4.3 The Contractor shall use the State-standard automated software testing tool, as defined in the Tennessee Information Resources Architecture, or exceptions that have been approved in writing by the IT-ABC.

A.16.a.4.4 Test documentation generally should be based on the IEEE Std 829-1998 (or current release). The Test Management Plan deliverable is a version of the test plan document described in the standard. The Test Management Plan must address all of the Contractor's planned testing activities in detail. It should cover the following items.

1. State the purpose and scope of the plan, including a reference to the (approved) project Test Strategy deliverable.
2. Document the specific technical components to be tested, including version or release identifications where known.
3. Identify all software features and combinations of software features within the previously listed major functions to be tested.
4. Describe in detail the testing activities to be undertaken. (Note that capacity evaluation has a separate plan at this level.) This section must precisely identify any software testing tools to be used by name and version (these should be State standard tools or tools for which an approved exception has been granted in writing for the Edison project). The section should cover:
  - a. Integration testing, including external interfaces.
  - b. Systems testing.
  - c. Acceptance test (describe the Contractor's activities in assisting the State to perform the acceptance test).
  - d. Test incident (problem) reporting and resolution.
5. Provide a schedule based on the project work plan for the testing tasks and milestones listed in the (approved) Test Strategy.
6. Define all general test pass/fail criteria listed in the (approved) Test Strategy.
7. Define in detail the test suspension and resumption conditions as listed in the (approved) Test Strategy.
8. Include templates or samples for each piece of test documentation listed in the (approved) Test Strategy. Include record layouts or sample data for input test data.
9. Provide detailed specifics of the test environment including exact locations, ancillary equipment, computers (servers or clients), systems software, and specialized equipment. Include makes and models for equipment. Identify any equipment that must be acquired to complete the test environment.
10. List and describe the responsibilities that each group identified in the (approved) Test Strategy will have.
11. Identify any special training test team members will need and time frames for obtaining it.
12. Document mitigation actions for the risks and contingencies listed in the (approved) Test Strategy.

A.16.a.5 System Testing Complete

1. The IEEE Std 829-1998 standard defines a test results log. The State further expects detailed results to be available to validate the accuracy of the log.
2. Integration test results shall include the following items (results may be stored in electronic form):
  - a. Reference to the integration test plan test case/scenario executed and identification of the system components/modules under test.
  - b. Date and time of test
  - c. Detailed test results including print of data before and after test run
3. System test results shall include the following items (results may be stored in electronic form):
  - a. Reference to the system test plan test case/scenario executed
  - b. Date and time of test
  - c. Detailed test results including print of data before and after test run

A.16.a.6 Acceptance Testing Complete. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all acceptance test activities have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.16.a.7 Training Deliverables.

- A.16.a.7.1 End User Training Materials. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all End User Training Materials have been satisfactorily completed and approved for use by the State in accordance with the Contract.
- A.16.a.7.2 Train-the-Trainer Workshops. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all Train-the-Trainer Workshops have been satisfactorily completed in accordance with the Contract.

A.16.a.8 Quality Assessment.  
(See A.13.a.6 above.)

A.16.b Stage 4 Responsibilities.

<b>RESPONSIBILITY MATRIX</b> <b>A=Accountable, C=Contributing</b>	<b>Contractor</b>	<b>State</b>
1 Capacity Evaluation Plan	A	C
2 Configuration Management Plan	A	C
3. Application Release Notes	A	C
4 Test Management Plan	A	C
5 System / Integration Testing Complete	A	C
6 Acceptance Testing Complete	C	A
7 Training Deliverables		
7.1 End User Training Materials	A	C
7.2 Completed End User Training	A	C
8 Quality Assessments	A	A

Notes for Responsibility Matrix:

5 System / Integration Testing Complete. State is responsible for testing and signing off developed software. Contractor is responsible for correcting any issues identified during testing (for their components) that did not comply with the State signed off design specifications.

A.17 **Stage 5: Go Live.**

The purpose of Stage 5 is to finalize the preparation of the applicable modules of the system before the cutover date, including system management and cutover activities. The cutover date is defined as the first day that the State begins to use the new system as its primary means for conducting State business.

A.17.a Stage 5 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

- A.17.a.1 Completed Production System Test (includes stress and volume test). This is a milestone date in which it is mutually agreed to between the State and the Contractor that all production system test activities, including stress and volume tests, have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.
- A.17.a.2 Production Cutover Plan Developed (Go-Live Plan). Contractor shall provide project resources to assist in the deployment of the system to the agencies. This deliverable documents all steps required to make a successful cutover to the production environment, including specific cutover tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and party sign-off for each task completed.

- A.17.a.3 Final Conversion of Data Required for Production. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all data conversion activities required for productional use of the system have been satisfactorily completed in accordance with the Data Conversion Plan, the results of data conversion activities are deemed acceptable to the State, and outstanding issues that result from the data conversion activities have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues without impairing the Go-Live date.
- A.17.a.4 Disaster Recovery Plan. The Contractor shall deliver a Disaster Recovery Plan thirty (30) calendar days before the system is implemented and maintain the plan throughout the life of the contract. The plan must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure. The Contractor shall continually review the Disaster Recovery Plan and make necessary updates to the plan at least annually to ensure the plan always contains accurate and up-to-date information. Additionally, the Contractor will participate in the disaster recovery test, as directed by the State.
- The plan shall include, but not be limited to:
- Checkpoint/restart capabilities.
  - Description of data file and backup retention.
  - Backup procedures for all keying operations.
  - Backup procedures for all other manual operations in the event of a computer or telecommunications outage or a disaster at any of the State offices.
  - Backup procedures for online processing.
  - Recovery procedures for loss of manual files and hardcopy documents.
  - Annual test of the disaster recovery plan.
- A.17.a.5 Completed Cutover Testing (begin Go-Live). This is a milestone date in which it is mutually agreed to between the State and the Contractor that all production cutover activities have been satisfactorily executed, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.
- A.17.a.6 Go-Live Decision. This is a formal decision mutually agreed to between the State and the Contractor that all production cutover activities have been or will be satisfactorily completed in a manner that allows for a proper cutover to and operation of the production system.
- A.17.a.7 Production System Live. This is a milestone date in which State agencies begin utilizing the production system in accordance with the Deployment Plan and the new system becomes the statewide system of record for its user agencies.
- A.17.a.8 Quality Assessment.  
(See A.13.a.6 above.)
- A.17.b Stage 5 Responsibilities.

<b>RESPONSIBILITY MATRIX</b> <b>A=Accountable, C=Contributing</b>	<b>Contractor</b>	<b>State</b>
1 Completed Production System Test	A	C
2 Production Cutover Plan Developed	A	C
3 Final Conversion of Data Required for Production	A	C
4 Disaster Recovery Plan	A	C
5 Completed Cutover Testing (begin go-live)	C	A
6 Go-Live Decision	C	A
7 Production System Live	A	A
8 Quality Assessment	A	A

- A.18 Stage 6: Post Go-Live Support.

Following the first few days of live operation, monitoring issues for the long term must be addressed, particularly with reference to system performance, capacity and functions. Additionally, the State will be moving from a pre-production environment to a live production operation, so the Production Support Organization must be fully operational. State will be responsible for monitoring system transactions and providing feedback to the Project Team in order to optimize overall system performance.

The Contractor shall provide up to 160 hours of on-site post-implementation support after the system is moved into production status. This post-implementation support shall consist of technical, functional, and operational support and shall be provided by skilled Contractor personnel familiar with the State operations who were associated with the implementation.

**A.18.a Stage 6 Deliverables.**

The milestones and deliverables for this stage, and the associated responsibility for each, are described below:

**A.18.a.1 Accepted Production System.** During the first ninety (90) days of production, the Contractor will work with the State to confirm that the system is performing as prescribed and configured in previous stages. Acceptance criterion will consist of a checklist (see Contract Section A.19 below) that the State will use to confirm that each business area is working properly.

**A.18.a.2 Final Conversion of Legacy Data.** As part of Stage 5, the Contractor converted data that was required for the production system. The data that was not critical for the production system, but must be converted so that the State's legacy systems can be retired on schedule, will be converted post-production.

**A.18.a.3 Quality Assessment.**  
(See A.13.a.6 above.)

**A.18.b Stage 6 Responsibilities.**

<b>RESPONSIBILITY MATRIX</b> <b>A=Accountable, C=Contributing</b>	<b>Contractor</b>	<b>State</b>
1 Accepted Production System	C	A
2 Final Conversion of Legacy Data	A	C
3 Quality Assessments	A	C

Notes for Responsibility Matrix:

1 Accepted Production System. Contractor will have primary responsibility for facilitating system acceptance. The State will dedicate the appropriate resources to review the System Acceptance Checklist to confirm the software is working appropriately.

**A.19 System Acceptance Checklist.**

Within the first ninety (90) days of production, the Contractor will work with State resources to confirm that the system is performing as prescribed. The State Project Director will then complete a System Acceptance Checklist (see example that follows) that contains the detailed criteria that must be completed for system acceptance to occur. These criteria may be refined at a later date based on mutual agreement between the State and the Contractor.

<b>SYSTEM ACCEPTANCE CHECKLIST</b>			
	<b>Description</b>		<b>Comments</b>

SYSTEM ACCEPTANCE CHECKLIST			
	Description		Comments
1	End user training documentation has been completed and approved by the State Project Director, and all training classes have been conducted for all software in production.	<input type="checkbox"/>	
2	All historical data has been converted in accordance with the Data Conversion Plan.	<input type="checkbox"/>	
3	System documentation is current and complete for all software in production.	<input type="checkbox"/>	
4	The State Configuration Manager has signed-off that Contractor has provided satisfactory knowledge transfer.	<input type="checkbox"/>	
5	All deliverables have been completed and signed off on by the State Project Director.	<input type="checkbox"/>	
6	All issues in test tracking log for which Contractor has been assigned responsibility have been resolved to State satisfaction.	<input type="checkbox"/>	
7	Satisfactory execution of final software acceptance tests. This will entail executing all transactions/business processes and confirming that they operate as intended.	<input type="checkbox"/>	
8	Contractor has complied with the standards required in Contract Section A.20, Application Service Levels.	<input type="checkbox"/>	
9	All project documentation has been turned over to the State Project Director.	<input type="checkbox"/>	
10	Maintenance support from Contractor is being provided at a level of quality deemed acceptable to the State.	<input type="checkbox"/>	
11	All software designated as "in scope" per the Statement of Work is fully operational.	<input type="checkbox"/>	
12	This acceptance checklist is completed and contains a signature of the State Project Director and Project Sponsors.	<input type="checkbox"/>	

## A.20 Application Service Levels

### A.20.a System Response and Availability

The proposed solution must be designed and implemented to meet the response time and availability standards described in this section. If response time and/or system availability degrades to a level of non-compliance during the periods specified, the State shall be due a Service Credit for each occurrence and the Contractor must take the necessary steps to bring the system back to the required level unless the State determines that factors outside the Contractor's control, such as the State's infrastructure, are the cause.

#### 1. Response Times

Response times of less than three (3) seconds for screen-to-screen for 95% of all transactions and less than one (1) second for field-to-field activity is required.



## 2. System Availability

The Applicant Services system shall be available and fully functional 99.95% of the time, exclusive of scheduled downtime. This standard translates into a maximum allowed unscheduled downtime of 22 minutes per month. Scheduled downtime is limited to 2 hours per week and must take place during non-core business hours. Non-core business hours are defined by the State as 12:00 a.m. to 6:59 a.m. (CST), Saturday and Sunday. The State shall receive a Service Credit on each day there is unscheduled downtime within the specified period once the cumulative time the system is unavailable for the specified period exceeds these standards.

### A.20.b Customer Service Response

The State requires Contractor to be available for non-emergency telephone customer support from 7:00 am to 5:00 pm Central time, Monday through Friday. If the State places a non-emergency service call, Contractor must respond within four (4) hours. For issues that are deemed to be an emergency (see A.21.d below), the Contractor will provide a twenty-four (24) hour / seven (7) days per week contact telephone number, and the Contractor must respond within one (1) hour. Failure to meet these standards shall result in the State receiving a Service Credit.

### A.20.c Service Credit

A Service Credit is defined as an amount equal to the annual amount paid by the State to the Contractor divided by 365. This daily imputed amount is equal to the Service Credit amount. In no case will the Service Credits due to the State for a month exceed the amounts paid by the State to the Contractor. In the event the State terminates this contract with Service Credits still owed to the State, the Contractor shall compensate the State for the monetary value of these Service Credits.

## A.21. Warranty of System Products/Services.

- A. 21.a.**
- 1) **This warranty language shall supersede any warranty language provided by the Uniform Computer Information Transactions Act (UCITA).**
  - 2) General Terms.

**The Contractor expressly warrants that any components of the Applicant Services solution provided or configured by the Contractor, and any products or services resulting from change orders and enhancements produced or provided by the Contractor to the State, as being compliant in all material respects with the terms of the Contract or the change order or enhancement request, and warrants that these products or services will be free from material errors, defects, deficiencies or deviations, and that the products or services will perform in such a manner as the Contract, change order or enhancement request require, so that the intended function of the products or services is accomplished in all material respects as intended by the Contract, the change order or enhancement request, and is otherwise consistent with industry standards.**

### A.21.b. Warranty Periods.

- 1) **The warranty period(s) shall be one (1) year, shall apply to all software accepted by the State and to products or services resulting from change orders and enhancements related to that software, and shall begin on the following dates:**
- 2) (i) The one (1) year warranty period on the applicable Applicant Services solution begins with the date the State approves in writing the System Acceptance Checklist completed by the Contractor and the State at the end of the implementation phase.

- (ii) If any change orders or enhancements are requested by the State subsequent to the implementation phase, the one (1) year warranty begins on the date the State provides written acceptance of the product or services resulting from a change order or enhancement request.
- 3) The warranty shall be applicable when State staff performs any function under direction of the Contractor during any turnover, training or maintenance periods required in the Contract.

**A.21.c. Warranty Coverage.**

- 1) The warranty encompasses any errors, defects, deficiencies, realized or discovered application security vulnerabilities or deviations discovered in any products or services, and errors created in State data caused by such error, defect, deficiency or deviation.
- 2) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations, correction of errors in State data caused by such, and any necessary modifications or revisions to products or services, including, by example, and not by limitation, the design, coding, and operation of the system's software to perform any function required by the Contract, whether occurring in the original contract or whether resulting from a change order or enhancement requested by the State, or which is procured in any amendment to the Contract, in any interfaces that are created, and in any training manuals and all system documentation provided by the Contractor.
- 3) Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.

**A.21.d. Time Frames for Warranty Services.**

- 1) The Contractor must promptly, at the direction of, and within the time specified by, the State, correct any errors, defects, deficiencies or deviations from specifications and all the application system errors and performance or operational delays.
- 2) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, its functioning or interfaces on a twenty-four (24) hour, seven (7) days a week basis.
- 3) Products and services shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then Contractor shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing, by the State.
- 4) The State have the sole discretion in determining if errors, defects, deficiencies or deviations have been resolved.

**A.21.e. Resources Required for Warranty Service.**

**The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State, and shall make these corrections within the time-frame specified by the State.**

A.21.f. Failure to Provide Effective Warranty Services.

If the Contractor fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the State may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair, including notification to affected parties if required by State statute.

A.21.g. Contact for Warranty Services.

- 1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.
- 2) The Contractor may elect to have telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the sub-contractor.
- 3) The State reserves the right to approve Subcontractors for warranty service, and such Subcontractors shall be approved in writing by the State.

A.21.h. Maintenance of Operations and Services During Warranty Work.

The correction of errors, defects, deficiencies or deviations in work products/services shall not detract from or interfere with software maintenance or operational tasks.

A.21.i. Problems Not Caused by Contractor Fault.

- 1) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately.
- 2) If the State agrees that the problem is due to software or hardware provided by the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved, and the State shall compensate the Contractor, at the rates contained in Contract Section C.4, only for the time the Contractor has to remain on site.

A.22. Review and Acceptance of Project Deliverables

A.22.a Contractor Responsibilities

1. The Contractor shall verify the quality of each deliverable before submitting it for State review and approval. By submitting a deliverable, the Contractor affirms that, to the best of its knowledge and understanding at that time, the deliverable meets State acceptance criteria.
2. The Contractor shall correct all deficiencies in deliverables as reported in writing and as required by the State.
3. The Contractor must be prepared to submit deliverables for multiple review cycles.

A.22.b State Responsibilities

1. The State will review all deliverables to determine their acceptability. The review will consider the following deliverable characteristics:
  - a. Completeness (full coverage of all topics within the defined scope of the deliverable content)
  - b. Accuracy, correctness
  - c. Level of detail (sufficient to prevent, minimize, avoid errors when used as intended)
  - d. Usability (clarity, conciseness, consistency)
  - e. Conformance to applicable State standards and security policies
  - f. Pervasiveness of cosmetic errors (spelling, grammar, syntax, etc.)

2. The State will perform an initial, cursory review of each submitted deliverable beginning on the first day of the review cycle to determine if it is suitable for in-depth review. The State may, at its sole discretion, summarily reject (refuse to review) any submitted deliverable that it finds to have obvious, major deficiencies upon initial inspection. If the State rejects the submission, it will notify the Contractor in writing as soon as the determination is made. In such a case, upon the Contractor's submittal of a corrected deliverable, the 10-day review period shall begin anew.
3. The State will complete its in-depth review and provide review results in writing to the Contractor within a time frame determined by the scope and complexity of the deliverable, but not to exceed fifteen (15) business days. The review cycle will begin with the initial review on the next business day after the date the Contractor submits the deliverable to the State for review. For example, a deliverable submitted on a Monday would begin its review cycle on the following Tuesday.
4. At the conclusion of the applicable review period, the State will formally communicate to the Contractor in writing all deficiencies found in a deliverable, if any. This list or report of deficiencies will be a controlled document so that review and revision history may be analyzed. The State will make a reasonable effort to assist the Contractor in correcting the deficiencies. The State will not develop specific corrections nor will it provide such corrections to the Contractor. If the State does not find any deficiencies within the review period, it shall deliver written Acceptance of the applicable deliverable to Contractor. The State's acceptance of a deliverable will not be unreasonably withheld.
5. The State will not consider any deliverable to be final or eligible for payment until the State has approved the deliverable in writing.
6. Partial payment for deliverables that have not been fully completed and accepted will not be considered.
7. Any changes to any Deliverable after acceptance will be subject to a change order request in accordance with the Project Change Order Procedure identified in this *Pro Forma* Contract. Once accepted by the State, Deliverables will become the basis for current Project work. Subsequent revision to accepted Deliverables that cause significant rework will need to be addressed between the State and the contractor and approved under a mutually acceptable and executed Change Order to this Contract.

A.23. Annual Financial Responsibility Review.

During the term of this contract, Contractor shall provide documentation to the State of its financial stability and responsibility annually on the contract anniversary date. This shall include a complete print-out of the most recent Dun & Bradstreet (D&B) Business Information Report™ for the Proposer, dated no earlier than three months prior to the submission date. If the Contractor is not registered with D&B, then Proposer may submit copies of completed annual financial reports for the last two (2) fiscal years. Failure to provide these materials on a timely basis may be regarded as a material breach of this contract.

A.24 Change Orders.

Commitment and adherence to the project scope will be maintained by all project team members. All Change Orders must be within the general scope of the Contract and will be documented and submitted to the Project Director, who is responsible for oversight of the Change Order process as outlined in this section. The project scope and any significant changes thereto, particularly those resulting in a Change Order, will be reviewed with and approved by the Project Steering Committee.

A.24.a Change Order Approach.

As with project issues, proposed Change Orders will be reviewed, prioritized, assigned, and resolved. Change Order resolution differs from issue resolution in that there is an impact on project resources, timeline, and/or budget with a Change Order that will require approval. Therefore, a justification for the Change Order must be documented, including development of a cost analysis. Project changes that affect the business processes/system functionality or technical architecture and/or occur after the deliverable/product has been accepted will be researched to determine the impact on the project.

A.24.b Change Order Procedure.

1. Create & Log Change Order – The process is initiated when an issue necessitates a change that is within the general scope of the contract and the issue is deemed a Change Order. The request will specify the nature of the change and the business justification for the change (the justification may be preliminary – a further evaluation will be performed as part of the process).
2. Assign Ownership – Each Change Order request is assigned an owner by the Project Director (or designee) who will be responsible for performing an evaluation of the impact of the change on the project's budget.
3. Perform Impact Analysis – Each Change Order request is analyzed to determine its potential impact on the project's budget, resources and schedule within 15 days of its submission. Costs, benefits, impact on quality, staffing and project risk, and the associated timing of each are evaluated and an analysis is prepared for presentation to the Project Steering Committee.
4. Obtain Approvals – The Cost/Benefit evaluation that is performed during the "Perform Impact Analysis" step in this process is presented to the Project Steering Committee who will approve or reject requested change.
5. Update Project Documentation – If the Change Order request is accepted/approved, project management moves forward with implementing the change. All necessary project documentation is updated accordingly (i.e., project plan, risk assessment, etc.).
6. If the change order results in a cost increase, the costs will be based on the rates that are included in Contract Section C.
7. A Change Order request form will be provided by the State.

- A.25. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-157-07 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 29, 2007 and ending on January 28, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five years, provided that the State notifies the Contractor in writing of its intention to do so at least 60 (sixty) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Deliverable Payment Amounts in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Deliverable Payment Schedule includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, with the exception of Contract Section C.5.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Deliverable Payment Amounts detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Deliverable Payment Schedule and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion and approval by the State's Edison Project Steering Committee of project deliverables or project milestones defined in Contract Section A. The Contractor shall be compensated based upon the Deliverable Payment Schedules and Rates that follow:

C.3.a. Payment Schedule.

Pmt #	Description	Annual Amount	Est Pmt Period	Pmt %	Payment Amount
1	Partial Year 1 Payment, Paid at Completion of System Design Document (A.14.a.4)		Mar-07	22.50%	\$
2	Partial Year 1 Payment, Paid at Completion of Functionality Customized for State (Interfaces) (A.15.a.1)		Apr-07	11.00%	\$
3	Partial Year 1 Payment, Paid at Completion of Functionality Customized for State (Reports, Conversions, Enhancements, Workflows) (A.15.a.1)		Jun-07	11.50%	\$
4	Partial Year 1 Payment, Paid at Completion of Acceptance Testing (A.16.a.6)		Aug-07	22.50%	\$
5	Partial Year 1 Payment, Paid at Production System Live (A.17.a.7)		Dec-07	22.50%	\$
6	Partial Year 1 Payment, Paid at Accepted Production System (A.18.a.1)		Mar-08	10%	\$
7	Year 2 Payment: Annual Comprehensive Service Fee, to be paid in monthly installments in arrears		2008	8.33%	\$
8	Year 3 Payment, Annual Comprehensive Service Fee to be paid in monthly installments in arrears		2009	8.33%	\$
9	Year 4 Payment: Annual Comprehensive Service Fee, to be paid in monthly installments in arrears		2010	8.33%	\$
10	Year 5 Payment, Annual Comprehensive Service Fee to be paid in monthly installments in arrears		2011	8.33%	\$
<b>Total Contract Payments</b>					

C.3.b. General Payment Provisions

- C.3.b.i. The "Estimated Payment Period" column in the tables above should not create any expectations on the part of the Contractor; these dates are only estimates, and actual payments could occur earlier or later than the timeframes stated above. The Contractor shall submit invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed deliverables and/or project milestones for the amount stipulated.
- C.3.b.ii. In the event of a termination of this Contract under the provisions of Sections D.3 or D.4, the State shall compensate the Contractor for authorized work, undertaken in compliance with the terms of the Contract, and deemed complete by the State. Since the termination may not coincide with the completion of a given payment point or points in the table in C.3.a above, any such compensation shall be made to the extent that that the State can establish reasonable, objective criteria for assessing the completeness of discrete portions of the work.
- C.3.b.iii. Rates for Years 4 and 5 from the table above shall apply only in the event that the State extends the contract beyond the initial three-year term, as described in Section B above.
- C.4. Deliverable Payment Schedule – Change Order Rates. The Contractor shall be compensated for Change Order tasks (see Contract Section A.24) based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory delivery of units of service, on an hourly, as-used basis, for the Job Classifications detailed below. The Contractor shall be compensated based upon the following Service Rates:

SERVICE RATE PER HOUR					
<u>JOB CLASSIFICATION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Configuration Lead	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]
Configuration Consultant	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]
Technical Consultant	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]
Training Consultant	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]

Rates for Years 4 and 5 from the table above shall apply only in the event that the State extends the contract beyond the initial three-year term, as described in Section B above.

The aggregate value of change orders executed under this contract shall not exceed **[WRITTEN DOLLAR AMOUNT EQUAL TO TEN PERCENT OF ALL OTHER COSTS (\$[NUMBER])**.

- C.5. Travel Compensation. With regard to Travel, the following provisions shall apply:
- C.5.a. The project site "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties when on site, is Nashville, Tennessee.
- C.5.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Contractor maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.
- C.5.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses, provided that the destination is greater than fifty (50) miles from the Official Station, shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" (sections D.6, D.7, E.13 and E.15). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification



protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Contract Attachment F, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made

by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Stephanie Richardson, Edison Project Director  
 Department of Finance and Administration, Enterprise Resource Planning Division  
 162 3<sup>rd</sup> Ave. North  
 Nashville, TN 37243  
 Phone: (615) 253-2725  
 Fax: (615) 253-2980

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
 [CONTRACTOR NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]  
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
- i. In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
  - ii. Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together

with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

iii. **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. **Partial Takeover**. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6 **Ownership of Work Products and Rights to Knowledge Obtained**.

E.6.a. **State Ownership of Work Products**. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application software, source code, or modifications thereof and associated documentation, created, designed, and/or developed solely and exclusively for the State under this Contract (known collectively as "Work Products"). The State shall have royalty-free, non-exclusive, and unlimited rights to use, modify, disclose, reproduce, and/or publish, for any purpose whatsoever, all said Work Products. The Contractor shall furnish the Work Products upon request of the State, in accordance with the

Contract and applicable State law. With State approval, the Contractor will be able to use the application source code and documentation where they may have applicability with other state and local government entities, and such approval shall not be unreasonably withheld.

- E.6.b. State Ownership of Data. The State shall retain all ownership right, title, and interest in all information and data, and any derivations thereof, provided to the Contractor by the State or by users of the State's Applicant Services system (collectively "Applicant Services Information"). Such Applicant Services Information shall at all times remain the property of the State. At the State's request, the Contractor agrees to immediately return all Applicant Services Information to the State and destroy all copies thereof. This clause shall survive the termination of the Contract.
- E.6.c. Source Code in Escrow.
- (1) For all Contractor proprietary software, the Contractor shall maintain copies of the source code in escrow with an escrow company pre-approved by the State. The Contractor shall pay all fees associated with placing and maintaining the source code in escrow.
  - (2) Within fifteen (15) calendar days after the State's written acceptance of the implementation of the system, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.
  - (3) Within fifteen (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract, the Contractor shall ensure that the source code in escrow is kept current with the State's production environment, matching the State's production version level, including any upgrades, enhancements, or new releases that are applied to the State's system.
  - (4) If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.
- E.6.d. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.6.e. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of **Tennessee Code Annotated**, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by **Tennessee Code Annotated**, Section 12-7-103 (d).
- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.13. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

In the event that (a) any disclosure of confidential records by the Contractor, whether intentional or unintentional, occurs, and (b) in accordance with state and/or federal law, the nature of such disclosure requires that public notice of the disclosure be given, then the Contractor shall comply with all state and/or federal laws that apply to such public notice, and the Contractor shall bear all cost associated with the public notice(s). Public notices may include, but are not limited to, letters addressed to all affected entities or individuals.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or

suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.15. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
  - d. The Contractor agrees that it shall be liable for any charges imposed by the Federal Government on the State as a result of any claim related to HIPAA non-compliance, to the extent that such claim is attributable to products provided by the Contractor.
- E.16. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to ***Tennessee Code Annotated***, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E. 18 Contractor Limitation of Liability. The Contractor's liability on damages for negligence shall be limited to two times the maximum liability of this Contract, as stated in Section C.1. The limitation of liability as set forth in this section does not apply to liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct. The State will not indemnify the Contractor for damages caused by the Contractor's own actions or negligence, or those of third parties.

E.19. Accessibility. The implemented software solution must be accessible to individuals with disabilities at the time the software is put into productional use. This includes addressing the requirements of Section 508 of the Rehabilitation Act and the accessibility standards issued by the Architectural and Transportation Barriers Compliance Board (codified at 36 CFR Part 1194). If the State notifies the Contractor that a person has made a claim against the State concerning accessibility of products furnished by the Contractor under this contract, the Contractor will work with the State in an effort to remedy the claim in a timely manner. To the extent that the claim is related to products provided by the Contractor, the Contractor further agrees that it shall be liable for the actual costs of attorney fees to defend the State and the monetary amount of any judgments rendered against the State as a result of any such claim.



IN WITNESS WHEREOF:

**CONTRACTOR LEGAL ENTITY NAME:**

---

**NAME AND TITLE**

**DATE**

---

PRINTED NAME AND TITLE OF **CONTRACTOR** SIGNATORY

**STATE AGENCY NAME:**

---

**NAME AND TITLE**

**DATE**

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

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M. D. GOETZ, JR., COMMISSIONER

**DATE**

DEPARTMENT OF PERSONNEL:

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DEBORAH E. STORY, COMMISSIONER

**DATE**

COMPTROLLER OF THE TREASURY:

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JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

**DATE**

## **Contract Attachment A –Scoping Information**

### **Att A Applicant Services Scoping Information**

#### **A.1 Planned timeline**

The expected timeline for the Implementation phase of the Applicant Services Project is a start date of January 29, 2007, with Human Resources/Payroll functionality including Applicant Services going into production with the start of the new calendar year 2008 (January 1, 2008).

To accommodate normal State business operations, the system will need to be available for production prior to the production dates noted above so that State business commences on those dates. For example, the first payroll check generated in the new system is expected to be the January 15, 2008 payroll. Since the January 15 payroll pays for time worked from December 16 – 31, 2007, employees will need to enter their time and leave information starting December 16, and perhaps earlier.

#### **A.2 Volumes**

Listed below are volume estimates applicable to the Applicant Services system.

- 910 users of the current State applicant system;
- 120,000 applicants per year with an average of 324,000 classes applied for annually;
- Approximately 61% of applications are submitted online with remainder being via mail/walk-in;
- 9,400 registers saved annually; and,
- Currently 2,952 job classifications, of which 1460 are civil service and 1492 are non-civil service.

#### **A.3 State employment**

The Applicant Services system will be implemented statewide. The following chart lists all State departments, agencies, boards and commissions, and their number of employees. This is the current number of positions as of August 2005. Actual State employment may be less than this number due to vacant positions.

Department Name	Permanent Full Positions	Permanent Part Positions	Seasonal Full Positions	Seasonal Part Positions	Total Positions
Legislative	415	45	64	1	525
Judicial - Courts	704	5	0	0	709
Attorney General	325	0	0	0	325
District Attorney General	931	4	0	0	935
Secretary of State	422	5	0	0	427
District Public Defenders Conference	320	12	0	1	333
Comptroller	617	8	23	0	648
Post Conviction Defender	14	0	0	0	14
Treasury	205	0	0	0	205
Executive	58	0	0	0	58
Commission on Children and Youth	53	2	0	0	55
Commission on Aging & Disabilities	30	0	0	0	30
Alcoholic Beverage Commission	62	3	0	0	65
Human Rights Commission	28	1	0	0	29
Health Services & Development	12	7	0	0	19
TRICOR	196	11	0	0	207
Correctional Institute	10	0	0	0	10
Juvenile and Family Court Judges	5	0	0	0	5
TN Regulatory Authority	81	0	0	0	81
Commission on Intergovernment Relations	16	2	0	0	18
TN Housing Development	199	0	0	0	199
TN Arts Commission	18	0	0	0	18
TN State Museum	36	0	0	0	36
Tax Structure Commission	2	0	0	0	2
Finance and Administration	1,044	1	0	0	1,045
TennCare	455	0	0	0	455
Personnel	115	9	0	0	124
General Services	558	0	0	0	558
Veterans' Affairs	73	0	0	0	73
Probation and Paroles	1,012	0	0	0	1,012
Agriculture	656	3	2	279	940
Tourist Development	141	0	0	0	141
Environment and Conservation	2,415	41	151	424	3,031
TN Wildlife Resources Agency	639	75	0	2	716
Correction	5,342	0	0	0	5,342
Economic and Community Development	211	0	0	0	211
Education	1,099	674	0	0	1,773
Higher Education Commission	38	3	0	0	41
TN Student Assistance Corporation	48	1	0	0	49
Commerce and Insurance	655	131	0	0	786
Financial Institutions	158	0	0	0	158
Labor and Workforce Development	1,578	462	0	0	2,040
Mental Health and Dev. Disabilities	2,858	10	0	0	2,868
Military	433	0	4	8	445
Health	3,135	180	0	0	3,315
Mental Retardation	4,012	0	0	0	4,012
Human Services	5,767	0	0	0	5,767
Revenue	911	18	0	0	929
TN Bureau of Investigation	460	0	0	0	460
Safety	1,887	14	0	0	1,901
Children's Services	4,481	58	0	0	4,539
Transportation	4,928	5	0	0	4,933
<b>Total</b>	<b>49,868</b>	<b>1,790</b>	<b>244</b>	<b>715</b>	<b>52,617</b>

## **A.4 State Resources to be Provided**

### **A.4.1 Facilities and equipment to be provided by State**

All on-site project staff will be located in Nashville, Tennessee at a State-provided facility. The Contractor shall work with the State to create an acceptable plan regarding which project activities shall be completed at the project site and which may be completed at a Contractor site. While on site, Contractor may assume that the State will provide adequate office space, network connections, Internet access, telephone access and copier access for the implementation project team. If any staff from the Contractor's team require special accommodations for a handicap or work limitation, please note that in the staffing response. The Contractor must provide administrative support to its project team, including:

- ◆ Personal computer hardware, Microsoft Office suite software, and any specialized software required as part of the proposed solution;
- ◆ Long distance telephone call charges;
- ◆ Parking charges; and,
- ◆ Any required clerical support for Contractor project team members.

Programming and other software development activities required for the proposed software to meet the baseline functional and technical requirements may be performed at the State project facility in Nashville or at a Contractor facility. Any costs associated with modifying the software to meet baseline requirements must be included in the Cost Proposal.

### **A.4.2 Training Environment to be Provided by State**

The Contractor should assume that the State will provide appropriate training facilities for project team, technical team, end user and executive training. Project team and technical team training may occur at a site other than a State facility. The Contractor shall not include any facility costs associated with training end users and/or executives.

### **A.4.3 State Requirements for Roles Filled by Contractor Staff**

Listed below are the levels of responsibility and associated levels of experience that the State requires for staff assigned to the project by the Contractor.

#### **A.4.3.1 Configuration Lead**

- ◆ Management
  - Supports the configuration manager in managing the day-to-day team activities
  - Provides functional area leadership and guidance
  - Provides knowledge transfer between consultants and Tennessee personnel
  - Directs functional area consultant and state resources, in coordination with the State lead.
- ◆ Functional Activities
  - Provides application knowledge
  - Assists with technical specifications
  - Supports interface and conversion activities
  - Leads functional area configuration and implementation efforts
- ◆ Issue and Risk Management
  - Assists in identifying and resolving issues
- ◆ Required Knowledge/Skills
  - Exhibits management skills
  - Exhibits Applicant Services system skills
  - Applies strong leadership, communication, and listening skills
  - Capably manages people in stressful situations
  - Maintains integration between other functional and support teams
  - Acts as both a leader and a coach within the functional teams as appropriate
- ◆ Experience

- 7 years experience implementing software systems
- 4 years experience implementing the proposed software package
- 3 years experience as a senior consultant implementing the proposed software package in the public sector

#### **A.4.3.2 Configuration Consultant**

- ◆ Functional Activities
  - Maps requirements to the system and configures the system to meet those requirements
  - Provides recommendations on best practices, and engages in knowledge transfer to the team
  - Assists team members in the completion of specific deliverables related to Edison design and configuration
  - Carries out ongoing knowledge transfer activities
  - Provides facilitation and team building support within the process team
  - Acts as an effective link between the functional team, the technical team, the training team, and the change management team
  - Tracks and validates the realization of benefits throughout the project
  - Provides post-implementation support
- ◆ Required Knowledge/Skills
  - Demonstrates presentation, oral, and written communication skills
  - Possesses strong organizational skills
  - Makes timely decisions
  - Manages activities proactively
  - Provides significant software implementation experience
  - Demonstrates knowledge of the implementation methodology
  - Possesses knowledge of Applicant Services modules for which they are responsible
- ◆ Experience
  - 5 years experience implementing software systems
  - 3 years experience implementing the proposed software package
  - 2 years experience as a consultant implementing the proposed software package in the public sector

#### **A.4.3.3 Technical Consultant**

- ◆ Development
  - Creates technical specifications for programs
  - Develops/tests conversion programs, interfaces, custom reports, and enhancements
  - Follows development and naming standards for forms and reports
  - Creates technical documentation for all development efforts
  - Has strong analytical skills
  - Works well in diversified teams
- ◆ Required Knowledge/Skills
  - Demonstrates written communication skills
  - Possesses strong organizational skills
  - Makes timely decisions
  - Provides software implementation experience
  - Demonstrates knowledge of the implementation methodology
  - Possesses knowledge of one or more of the proposed development tools
- ◆ Experience
  - 3 years experience developing programs using the proposed software development tools

#### **A.4.3.4 Training Consultant**

- ◆ Management Activities:
  - Supports the team lead in managing the day-to-day activities of the team
- ◆ Training/Change Management

- Assists in development of process change, communication, and training deliverables
- Identifies and resolves issues
- Conducts train-the-trainer classes
- Supplies experience in development of training materials, or process change and communications activities
- Possesses good analytical skills
- Demonstrates presentation, oral, and written communication skills
- Possesses strong organizational skills
- Makes timely decisions
- Manages activities proactively
- Provides implementation experience
- Demonstrates knowledge of the implementation methodology and other tools
- ◆ Required Knowledge/Skills
  - Demonstrates excellent presentation, oral, and written communication skills
  - Possesses strong organizational skills
  - Makes timely decisions
  - Manages activities proactively
  - Provides software implementation experience
  - Demonstrates knowledge of the implementation methodology
- ◆ Experience
  - 3 years experience as a training consultant
  - 1 year experience as a training consultant on projects where the proposed package has been implemented.

#### **A.5 Acceptable Use Policy and Acceptable Use Agreement**

Contractor personnel who require a physical and/or logical presence (remote connection) within the State of Tennessee networked and/or physical environment must:

- Ensure that all networked device hardware and software Operating Systems remain in conformance with the Tennessee Information Resources Architecture and State deployment standards, including:
  1. Laptops and desktops imaged in accordance with State standards.
  2. Operating System(s) managed by the State of Tennessee Microsoft Software Update Services (SUS) process.
  3. Operating System(s) anti-virus protection managed by the State of Tennessee Symantec Enterprise solution.
- Ensure that, in addition to the Operating System(s), all other required networked device software is first reviewed and approved by the State of Tennessee Office for Information Resources. All software installed on laptops and desktops must be properly licensed and maintained.
- Ensure that all contractor personnel maintain an awareness of and remain subject to the State of Tennessee Acceptable Use Policy.

Contractor acceptance will be evidenced by the execution of agreements defined in the State's Acceptable Use Policy and Acceptable Use Agreement. See Contract Attachment C for the State's Acceptable Use Policy and Acceptable Use Agreement.

A copy of the Tennessee Information Resources Architecture may be requested by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1.1. When a contract is executed pursuant to this RFP, the Tennessee Information Resources Architecture will be included as Contract Attachment B.

**Contract Attachment B – *Tennessee Information Resources Architecture***

This is a placeholder for the *Tennessee Information Resources Architecture*, which will be inserted at contract execution. Please refer to RFP Section 1.1.6 for information regarding obtaining a copy of the document.

## Contract Attachment C – Acceptable Use Policy

### STATE OF TENNESSEE

#### Acceptable Use Policy Network Access Rights and Obligations

##### Purpose:

**To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Tennessee Wide Area Network.**

##### Reference:

*Tennessee Code Annotated, Section 4-3-5501, et seq.*, effective May 10, 1994.

*Tennessee Code Annotated, Section 10-7-512*, effective July 1, 2000.

*Tennessee Code Annotated, Section 10-7-504*, effective July 1, 2001.

*State of Tennessee Security Policies.*

##### Objectives:

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Tennessee networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Tennessee networks.

##### Scope:

**This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Tennessee networks, State provided email, and/or Internet via agency issued network or system User ID's. The scope does not include State phone systems, fax machines, copiers, State issued cell phones or pagers unless those services are delivered over the State's IP network.**

##### Use and Prohibitions:

###### A. Network Resources

State employees, vendors/business partners/subrecipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. It is recognized that there may be incidental personal use of State Network Resources. This practice is not encouraged and employees should be aware that all usage may be monitored and that there is no right to privacy. Various transactions resulting from network usage are the property of the state and are thus subject to open records laws.

###### Prohibitions

- Sending or sharing with unauthorized persons any information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Office for Information Resources of the Department of Finance and Administration.



- Attaching processing devices that have not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

## B. Email

**Email and calendar functions are provided to expedite and improve communications among network users.**

### Prohibitions

- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient, or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent or received in conjunction with the transaction of official business are public records in accordance with T.C.A 10-7-301 through 10-7-308, and the rules of the Public Records Commission. A public record is defined as follows:

*"Public record(s)" or "state record(s)" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (T.C.A. 10-7-301 (6)).*

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

## C. Internet Access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions.

### Prohibitions

- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

**Statement of Consequences**

Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, or a security risk to the State of Tennessee's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

**Statement of Enforcement**

Noncompliance with this policy may result in the following immediate actions.

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause". In the case of a vendor, subrecipient, or contractor, the contract administrator will be notified.
2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.

## STATE OF TENNESSEE

### Acceptable Use Policy Network Access Rights and Obligations User Agreement Acknowledgement

As a user of State of Tennessee data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Office for Information Resources (OIR) any suspicious network activity or security breach.

### Privacy Expectations

**The State of Tennessee actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.**

**I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee data and resources.**

**I acknowledge that I have read the Computer Crimes Act and the State of Tennessee Security Policy 4.00 Access. I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Computer Crimes Act as cited at TCA 39-14-601 et seq., and other applicable laws.**

I have read and agree to comply with the policy set forth herein.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Last 4 digits of Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Contract Attachment D – HIPAA Business Associate Agreement

### HIPAA BUSINESS ASSOCIATE AGREEMENT COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter “Agreement”) is between The State of Tennessee, Department of Finance and Administration (hereinafter “Covered Entity”) and \_\_\_\_\_ (hereinafter “Business Associate”). Covered Entity and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

#### BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as “Service Contracts”

Contract Awarded Pursuant to RFP # 317.03-157-07

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard “Protected Health Information” and, therefore, make this Agreement.

#### DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.
- 1.2 “Designated Record Set” shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.3 “Electronic Protected Health Care Information” shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 “Health Care Operations” shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.6 “Privacy Official” shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.7 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.8 “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.9 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.
- 1.10 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)**

- 2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- 2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement
- 2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least twenty (20) business days from Covered Entity notice to provide access to, or deliver such information.
- 2.7 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least ten (10) days from Covered Entity notice to make an amendment.
- 2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

- 2.9 Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.
- 2.10 Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least twenty (20) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- 2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
  - 2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.
  - 2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
  - 2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.
- 2.12 Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity
- 2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.14 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

### **3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)**

- 3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for

the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- 3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B).
- 4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1)

#### **5. OBLIGATIONS OF COVERED ENTITY**

- 5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.

- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

## **6. PERMISSIBLE REQUESTS BY COVERED ENTITY**

- 6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

## **7. TERM AND TERMINATION**

- 7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below shall apply.
- 7.2 Termination for Cause.
  - 7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.
  - 7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - 7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or
    - 7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.
    - 7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.
- 7.3. Effect of Termination.
  - 7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such



Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

## 8. MISCELLANEOUS

- 8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.
- 8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- 8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

### COVERED ENTITY:

Stephanie Richardson  
ERP Project Director  
Department of Finance and Administration  
Enterprise Resource Planning Division  
162 3<sup>rd</sup> Ave. North, 3<sup>rd</sup> floor  
Nashville, TN 37243  
Phone: (615) 253-2725  
Fax: (615) 253-2980

### BUSINESS ASSOCIATE:

**BUSINESS ASSOCIATE NAME**  
**NAME AND TITLE**  
**ADDRESS**  
Telephone: **NUMBER**  
Fax: **NUMBER**

**All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.**

- 8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall

be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.9 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

**IN WITNESS WHEREOF,**

---

**Date:**

---

**Date:**

**Contract Attachment E – Automated Clearing House (ACH) Credits**

BIDDER APPLICATION  
PAGE 9



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
**ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)**

NAME \_\_\_\_\_

Federal Identification Number or Social Security Number \_\_\_\_\_  
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (*select type of account*) \_\_\_\_\_ CHECKING or \_\_\_\_\_ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

\*\*\*\*\*

Do you currently receive payments from the State through ACH? \_\_\_\_\_ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? \_\_\_\_\_ (Yes or No). If yes, please specify the account that should be changed: ABA No. \_\_\_\_\_ Account No. \_\_\_\_\_.

Is this authorization only for certain types of payments? \_\_\_\_\_ (Yes or No). If yes, please indicate types:

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: \_\_\_\_\_ Phone No. \_\_\_\_\_

\*\*\*\*\*

DEPOSITORY/BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ACH TRANSIT / ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

NAME(S) \_\_\_\_\_

(Please print names of authorized account signatory)

DATE \_\_\_\_\_ SIGNED X \_\_\_\_\_ SIGNED X \_\_\_\_\_

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN  
PAYMENTS ARE PROCESSED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact name: \_\_\_\_\_  
Telephone no.: \_\_\_\_\_

**FOR STATE USE ONLY:**

Contact Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

FA-0825(Rev. 4/96)

**Contract Attachment F – Attestation Re Personnel Used in Contract Performance**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE &  
DATE:**

---

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

## **Contract Attachment G – *Application Specifications***

This is a placeholder for the Contractor's response to *RFP Attachment 6.7, Application Specifications*, which will be inserted prior to contract approval.

## **Contract Attachment H – *Implementation Services Specifications***

This is a placeholder for the Contractor's response to *RFP Attachment 6.8, Implementation Services Specifications*, which will be inserted prior to contract approval.

## **Contract Attachment I – *Functional Requirements***

This is a placeholder for the Contractor's response to *RFP Attachment 6.11, Functional Requirements*, which will be inserted prior to contract approval.

## **Contract Attachment J – *General System Requirements***

This is a placeholder for the Contractor's response to *RFP Attachment 6.12, General System Requirements*, which will be inserted prior to contract approval.



**ATTACHMENT 6.2****PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

*The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.*

**PROPOSER LEGAL ENTITY NAME:**
**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:**  
 (or Social Security Number)

**The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP..

<b>PRINTED NAME:</b>		<b>DATE:</b>	
<b>SIGNATURE &amp; TITLE:</b>			
	Signature		Title

## ATTACHMENT 6.3

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION A</b>			
<b>PROPOSER NAME:</b>			
<b>RFP COORDINATOR NAME:</b>		<b>DATE:</b>	
<b>RFP COORDINATOR SIGNATURE:</b>			
<b>SECTION A —MANDATORY REQUIREMENTS</b>			
<p>The Proposer must address ALL Proposal Mandatory Requirements items in this section and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal copies and Cost Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO cost data.</li> <li>▪ Proposer did NOT submit alternate proposals.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Proposal Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p><b>NOTICE:</b> In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>			
<b>Page # (to be completed by Proposer)</b>	<b>Mandatory Requirement Items</b>		<b>State Use ONLY</b>
			<b>Pass/Fail</b>
<b>Items A.1, A.2 and A.3 will be evaluated following their receipt on the deadline for Initial Mandatory Qualifications.</b>			
	<p><b>A.1</b> Provide evidence that the proposed version of the Applicant Services software is currently in production (or will be in production by December 31, 2006) in a public sector environment with 4,000 employees or more. A public sector organization includes a U.S. federal, city, county, or state government, a U.S. public higher education institution, or a U.S. quasi-governmental organization, such as a water district or river authority. As evidence of meeting this requirement, Proposer will complete a table listing all clients of the software vendor that meet the above criteria, with the name of the entity, number of employees, the products and version numbers implemented, the modules/ functionality within those products that are deployed and their respective production dates. At least one of the sites listed in this section must be one of the references in Section B.14.</p>		

Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p><b>A.2</b> Provide evidence that the proposed version of the Applicant Services software has been installed in a public sector environment that uses functionality similar to the State's requirements for civil service and merit hiring. See A.1 above for the definition of public sector. See RFP Attachment 6.9, Tennessee Merit Hiring Narrative, and RFP Attachment 6.11, Functional Requirements, for more details on this functionality. As evidence of meeting this requirement, Proposer will complete a table listing a representative sample of clients that meet this criteria with the name of the entity, number of employees, the products and version numbers implemented, the modules/ functionality within those products that are deployed and their respective production dates. At least one of the sites listed in this section must be one of the references in Section B.14.</p>	
	<p><b>A.3</b> Provide evidence that the proposed version of the Applicant Services software has been integrated with a commercial Enterprise Resource Planning (ERP) software package. As evidence of meeting this requirement, Proposer will complete a table listing a representative sample of clients where integration has occurred, with the name of the entity, number of employees, the products and version numbers implemented, and the ERP system with which the product was integrated. At least one of the sites listed in this section must be one of the references in Section B.14.</p>	
<b>Item A.4 will be evaluated following the Software Demonstration as part of the Preliminary Vendor Score.</b>		
	<p><b>A.4</b> Provide affirmative responses to at least 95% of the State's essential requirements in RFP Attachment 6.11, Functional Requirements. All essential requirements are marked with an "E" in the "Essential, Critical, Desired" column of the Functional Requirements spreadsheet. The State considers an affirmative Proposer response to a requirement to be any defined response other than "NA" as described by the Instructions worksheet in the Requirements Matrix.</p>	
<b>Items A.5, A.6, A.7 and A.8 will be evaluated with the written Technical Proposal.</b>		
	<p><b>A.5</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><b>Each Proposer must sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</b></p>	

Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p><b>A.6</b> Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> <li>▪ a current written bank reference, in the form of a standard <b>signed and dated</b> business letter, indicating that the proposer's business relationship with the financial institution is in positive standing</li> <li>▪ a complete print-out of the most recent Dun &amp; Bradstreet (D&amp;B) Business Information Report™ for the Proposer, dated no earlier than June 30, 2006. (Submission of the D&amp;B Number without the full report is insufficient.) If the Proposer is not registered with D&amp;B, then Proposer may submit three current written, positive credit references, in the form of signed and dated standard business letters, from vendors with which the proposer has done business.</li> <li>▪ copies of completed annual financial reports for the last two (2) fiscal years</li> <li>▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of \$1,000,000.</li> <li>▪ a letter of commitment from a financial institution for a general line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00).</li> </ul> <p>The letter must:</p> <ul style="list-style-type: none"> <li>i. be signed by an authorized agent of the financial institution; and</li> <li>ii. detail the name on the line of credit</li> </ul> <p>If the name on the line of credit <b>is not</b> the Proposer's name, the Proposer must provide written confirmation that the line of credit <b>is available</b> to the Proposer.</p>	
	<p><b>A.7</b> Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><b>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</b></p>	
	<p><b>A.8</b> Provide a statement confirming that:</p> <ol style="list-style-type: none"> <li>1. The proposed solution is an existing commercial, off-the-shelf system (COTS) whose core applicant services software is owned by the Prime Vendor; and</li> <li>2. The Proposer, either directly or through its subcontractors, is hosting the proposed solution as described in RFP Section 1.1.1, and is responsible, either directly or through its subcontractors, for all operation and maintenance of the vendor hosted solution during the contract term.</li> </ol>	

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.1</b> Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	<b>B.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	<b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	<b>B.4</b> Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	<b>B.5</b> Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	<b>B.6</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	<b>B.7</b> Provide a brief, descriptive statement (no more than five pages) indicating the Proposer's credentials to deliver the services sought under this RFP. Describe the Proposer's experience with projects with a similar scope and functionality.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.8</b> Briefly describe (no more than one page) how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	<b>B.9</b> Briefly describe (no more than one page) the Proposer organization's number of employees, client base, and location of offices.
	<b>B.10</b> Provide a narrative description of the proposed project team, its members, and organizational structure. Provide an organizational chart to show the proposed relationship between Proposer staff and State staff.
	<b>B.11</b> Provide a roster and resumes of <u>key</u> personnel who shall be assigned by the Proposer to perform duties or services under the contract, including any key staff from subcontractors.  Provide in a table format the following information for these key personnel, and for any other Proposer personnel that the Proposer wishes to present as part of its response: <ul style="list-style-type: none"> <li>◆ Name;</li> <li>◆ Title;</li> <li>◆ Role (specific work to be performed);</li> <li>◆ Brief description (75 words or less) of qualifications and relevant experience that makes the proposed individual suitable for his/her designated role on this project;</li> <li>◆ Estimated number of hours by State fiscal year under the contract; and,</li> <li>◆ The individual's employment status (employee, contractor, etc.) and tenure with proposing firm.</li> </ul> In addition, provide detailed professional resumes for all staff members presented above.  All Proposer personnel assigned to this project will be subject to the States' approval, including those submitted as part of the proposal.
	<b>B.12</b> Provide a statement of whether the Proposer intends to use subcontractors and if so, provide the following information in a table format: <ul style="list-style-type: none"> <li>◆ A concise list of all vendors participating in the proposal response, with designation of which vendor is the Prime Vendor (i.e., the Proposer)</li> <li>◆ Brief description of the role that the vendor has in the proposed solution;</li> <li>◆ Estimated percentage value of the total contract that this vendor represents (<u>do not provide any dollar amounts</u>, only percentage estimates); and</li> <li>◆ Contact information for each vendor, including name of principal contact(s) for that vendor, address, phone number, fax number and email address.</li> </ul> Also, this section must include a letter of authorization from each subcontractor on the subcontractors' business letterhead and addressed to the Prime Vendor, attesting to the fact that the subcontractor has read the proposal and will provide the products or services represented therein and authorizing the Prime Vendor to include that subcontractor in the proposal response. The letter must be signed and dated by an official authorized to make binding agreements for the subcontractor.  By its inclusion in the response, the Prime Vendor agrees to accept full

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	responsibility for the performance of any subcontractor under this contract, including its products, services and deliverables.
	<p><b>B.13</b> Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> <li>▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises</li> <li>▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> <li>○ contract description and total value</li> <li>○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability)</li> <li>○ contractor contact and telephone number</li> </ul> </li> <li>▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)</li> <li>○ descriptions of anticipated contracts</li> <li>○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated</li> </ul> </li> <li>▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability</li> </ul> <p><b><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></b></p>
	<p><b>B.14</b> Provide three customer references for the Proposer.</p> <p>The references presented for the Proposer must meet the following criteria (each of the criteria must be met by at least one of the references, but no one reference must meet all of the criteria):</p> <ul style="list-style-type: none"> <li>• A public sector organization with a minimum of 4,000 employees, and will be in production no later than December 31, 2006. A public sector organization includes a U.S. federal, city, county, or state government, a U.S. public higher education institution, or a U.S. quasi-governmental organization, such as a water district or river authority.</li> <li>• Has been installed at a public sector organization that uses functionality similar to the State's need for civil service and merit hiring that will be in production no later than December 31, 2006.</li> </ul>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<ul style="list-style-type: none"> <li>Has been integrated before with a commercial off-the-shelf Enterprise Resource Planning (ERP) software package that will be in production no later than December 31, 2006.</li> </ul> <p>It is preferred but not required that the other references be for implementations similar in size and scope to the proposed project with the State of Tennessee.</p> <p>The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaires to be used as RFP Attachment 6.10.  <b>THE PROPOSER MUST USE THIS FORM OR EXACT DUPLICATES THEREOF.</b></p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the original copy of the Proposer's sealed Technical Proposal. To obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> <li>Proposer makes an exact duplicate (paper or Word electronic document) of the State's form, as it appears in RFP Attachment 6.10.</li> <li>Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope that is capable of being sealed;</li> <li>Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. <b>After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope and return it directly to the Proposer.</u></b> The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal.</li> <li><b>When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not open them.</u></b> Instead, the Proposer will enclose all of unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the original copy of its Technical Proposal. Therefore, when the State reviews the marked original copy of the Technical Proposal, the State will find a clearly labeled envelope enclosed or attached, which contains all of the sealed reference check envelopes.</li> <li>The State will base its reference check evaluation on the contents of these envelopes. <b><u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u></b></li> <li>The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information.</li> </ol>



Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<p>Each completed questionnaire must include:</p> <ul style="list-style-type: none"> <li>▪ the Proposer's name;</li> <li>▪ the Reference's organization name;</li> <li>▪ the name of the person responding;</li> <li>▪ the signature of the person responding;</li> <li>▪ the title of the person responding;</li> <li>▪ the telephone number and email contact of the person responding;</li> <li>▪ the date the reference form was completed; and responses to numbered items in RFP Attachment 6.10.</li> </ul> <p><b><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></b></p>	
(Maximum Section B Score = 100)		
<b>SCORE (for <u>all</u> Section B items above, B.1 through B.14):</b>		

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION C — TECHNICAL APPROACH</b>			
<p>The Proposer must address ALL Technical Approach section items in its Proposal and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:</p> <p style="text-align: center;"><i>0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent</i></p> <p>The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.</p>			

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.1</b> Provide an Executive Summary of the Proposer's offer. The executive summary must be no more than four (4) pages in type no smaller than 10 point, and must provide a concise summarization of the products and services being proposed that illustrates the Proposer's understanding of the State's requirements and project schedule, the planned approach to providing the services and accomplishing the State's objectives, and documentation as to why the software and services being proposed are the best value for the State. ( <i>Reminder: do not provide any cost information in this section.</i> )		<b>5</b>	
	<b>C.2</b> Respond to RFP Attachment 6.7, Application Specifications. For each section in RFP Attachment 6.7 listed below, Proposer must show the text of the section from RFP Attachment 6.7, followed by the Proposer's response. Only the listed sections require a response; other sections in RFP Attachment 6.7 are informational. The total response to RFP Attachment 6.10 must be no more than forty (40) pages long.			
	<b>C.2.1</b> RFP Attachment 6.7, Section 6.7.2.1, Description of Application		<b>20</b>	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.2.2</b> RFP Attachment 6.7, Section 6.7.2.2, Module Descriptions		<b>20</b>	
	<b>C.2.3</b> RFP Attachment 6.7, Section 6.7.2.3, Application Integration		<b>20</b>	
	<b>C.2.4</b> RFP Attachment 6.7, Section 6.7.2.4.1, Application Interfaces		<b>10</b>	
	<b>C.2.5</b> RFP Attachment 6.7, Section 6.7.2.4.2, Application Integrity		<b>10</b>	
	<b>C.2.6</b> RFP Attachment 6.7, Section 6.7.2.4.3, Best Business Practices/ Process Reengineering Required		<b>10</b>	
	<b>C.2.7</b> RFP Attachment 6.7, Section 6.7.2.4.4, Workflow Capabilities		<b>10</b>	
	<b>C.2.8</b> RFP Attachment 6.7, Section 6.7.2.4.5, Audit Trail Capabilities		<b>5</b>	
	<b>C.2.9</b> RFP Attachment 6.7, Section 6.7.2.4.6, Online Help		<b>5</b>	
	<b>C.2.10</b> RFP Attachment 6.7, Section 6.7.2.4.7, Application Security		<b>10</b>	
	<b>C.2.11</b> RFP Attachment 6.7, Section 6.7.3.1, Fixes and Patches		<b>5</b>	
	<b>C.2.12</b> RFP Attachment 6.7, Section 6.7.3.2, Upgrade Process		<b>5</b>	
	<b>C.2.13</b> RFP Attachment 6.7, Section 6.7.3.3 Software Distribution		<b>5</b>	
	<b>C.2.14</b> RFP Attachment 6.7, Section 6.7.4, Software Maintenance and Support		<b>10</b>	
	<b>C.2.15</b> RFP Attachment 6.7, Section 6.7.5.1, Software Browser		<b>5</b>	
	<b>C.2.16</b> RFP Attachment 6.7, Section 6.7.5.2, Network and Connectivity		<b>5</b>	
	<b>C.2.17</b> RFP Attachment 6.7, Section 6.7.5.3, Hardware Specifications		<b>5</b>	
	<b>C.2.18</b> RFP Attachment 6.7, Section 6.7.5.4, Software Environment		<b>5</b>	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.2.19</b> RFP Attachment 6.7, Section 6.7.5.5, Data Backup		5	
	<b>C.2.20</b> RFP Attachment 6.7, Section 6.7.5.6, Disaster Recovery		5	
	<b>C.2.21</b> RFP Attachment 6.7, Section 6.7.5.7, Internal Controls and Security		5	
	<b>C.2.22</b> RFP Attachment 6.7, Section 6.7.5.8, Migration to In-House Application		5	
	<b>C.2.23</b> RFP Attachment 6.7, Section 6.7.6, Future Direction		20	
	<b>C.2.24</b> RFP Attachment 6.7, Section 6.7.7, Exit Transition Plan		5	
	<b>C.2.25</b> RFP Attachment 6.7, Section 6.7.8.1, American with Disabilities (ADA) Compliance		10	
	<b>C.2.26</b> RFP Attachment 6.7, Section 6.7.8.2, List of Key Reports		10	
	<b>C.3</b> Respond to RFP Attachment 6.8, Implementation Services Specifications. For each section in RFP Attachment 6.8 listed below, Proposer must show the text of the section from RFP Attachment 6.8, followed by the Proposer's response. Only the listed sections require a response; other sections in RFP Attachment 6.8 are informational. The response to RFP Attachment 6.8 must be no more than forty (40) pages long.			
	<b>C.3.1</b> RFP Attachment 6.8, Section 6.8.1.1, Project Management Approach		20	
	<b>C.3.2</b> RFP Attachment 6.8, Section 6.8.1.2, Project Work Plan		25	
	<b>C.3.3</b> RFP Attachment 6.8, Section 6.8.1.3, Service Transition		10	
	<b>C.3.4</b> RFP Attachment 6.8, Section 6.8.2, Software Installation, Testing and Tuning		10	
	<b>C.3.5</b> RFP Attachment 6.8, Section 6.8.3, Business Process Design and Software Configuration		10	
	<b>C.3.6</b> RFP Attachment 6.8, Section 6.8.4.1, Reports Analysis and Development		10	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.3.7</b> RFP Attachment 6.8, Section 6.8.4.2, Enhancements and Modifications		<b>20</b>	
	<b>C.3.8</b> RFP Attachment 6.8, Section 6.8.4.3, Interface Development		<b>10</b>	
	<b>C.3.9</b> RFP Attachment 6.8, Section 6.8.4.4, Data Conversion		<b>10</b>	
	<b>C.3.10</b> RFP Attachment 6.8, Section 6.8.5, Training and Documentation		<b>10</b>	
	<b>C.3.11</b> RFP Attachment 6.8, Section 6.8.6, Deployment Support		<b>10</b>	
	<b>C.3.12</b> RFP Attachment 6.8, Section 6.8.7, Post Implementation Support		<b>5</b>	
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>				
<div> <div> <b>Total Raw Weighted Score</b> </div> <div> <b>maximum possible raw weighted score</b>  <i>(i.e., the sum of item weights above)</i> </div> </div> <div> <b>X 150</b>  <i>(maximum section score)</i> </div> <div> <b>= SECTION C SCORE:</b> </div>				

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION D</b>			
<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION D — SOFTWARE DEMONSTRATION</b>			
<p>The Proposer must address ALL areas below during the Software Demonstration. A detailed demonstration script for each area has been provided to the Proposer as RFP Attachment 6.14. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the Proposer's demonstration in each area. The Evaluators will score each section of the Software Demonstration, assigning it a score between 0 (zero) and the Maximum Score shown below.</p>			
<b>Demonstration Area</b>		<b>State Use ONLY</b>	
		<b>Maximum Score</b>	<b>Evaluator's Score</b>
<b>D.1</b>	Vendor Introductions and System Navigation	<b>N/A</b>	<b>N/A</b>
<b>D.2</b>	General System Features	<b>5</b>	
<b>D.3</b>	Implementation Services, Approach and Staff	<b>45</b>	
<b>D.4</b>	Applicant Services Functionality	<b>175</b>	
<b>MAXIMUM POSSIBLE SCORE = 225</b>		<b>SCORE =</b>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION E			
PROPOSER NAME:			
EVALUATOR NAME:		DATE:	
EVALUATOR SIGNATURE:			
<b>SECTION E — SYSTEM REQUIREMENTS (to be submitted during Software Demonstrations)</b>			
<p>The Proposer must address ALL items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. The Evaluators will score each section of the System Requirements, assigning it a score between 0 (zero) and the Maximum Score shown below.</p> <p>Proposer must provide its responses to this section in the Excel files provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file during the Software Demonstrations. (Do not submit these files in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."</p>			
Evaluation Items		State Use ONLY	
		Maximum Score	Evaluator's Score
<b>E.1</b>	Respond to RFP Attachment 6.11, Functional Requirements. For this section, Proposer must provide its response in the Excel file provided, and must provide both an electronic submission of the file in Excel format on a CD, and a printed copy of the same Excel file during the Software Demonstration. (Do not submit this file electronically in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."	<b>205</b>	
<b>E.2</b>	Respond to RFP Attachment 6.12, General System Requirements. For this section, Proposer must provide its response in the Excel file provided, and must provide both an electronic submission of the file in Excel format on a CD, and a printed copy of the same Excel file during the Software Demonstration. (Do not submit this file electronically in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."	<b>20</b>	
<b>MAXIMUM POINTS POSSIBLE = 225</b>		<b>SCORE =</b>	

**ATTACHMENT 6.4, PART A****COST PROPOSAL & SCORING GUIDE**

**NOTICE TO PROPOSER:** This Cost Proposal **MUST** be completed **EXACTLY** as required.

**PROPOSER NAME:**

**SIGNATURE & DATE:**

*NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.*

**COST PROPOSAL SCHEDULE**

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. The total costs quoted below for Years 1 – 5 shall be paid according to the terms and schedule specified in Contract Section C.3.a. All monetary amounts are United States currency.

Only the amount recorded for “Total One Time Costs; Year 1 Payment” and the amounts for “Total Comprehensive Annual Service Fee” shall be evaluated.

One-Time Costs During Setup and Implementation: (please list, add rows as necessary, and sum the column; the State will record the sum in the “State Use Only: Sum” column)	Proposed Cost					State Use ONLY
	Year 1 (2007 – Implementation)	Year 2 (2008 – Service Year 1)	Year 3 (2009 – Service Year 2)	Year 4 (2010 – Service Year 3, if term extended)	Year 5 (2011 – Service Year 4, if term extended)	Sum
1.						
2.						
3.						
<b>TOTAL ONE-TIME COSTS; YEAR 1 PAYMENT.</b> (Note: prior to Contract approval, the sum of all Year 1 costs will be distributed across payment numbers 1 through 5 in Contract Section C.3.a, in accordance with the “Payment Percentages” detailed therein.)		➔				



Recurring Costs Comprising Comprehensive Annual Service Fee (please list, add rows as necessary, and sum each column; the State will add the summed columns and record the sum in the "State Use Only: Sum" column)	Proposed Cost					State Use ONLY
	Year 1 (2007 – Implementation)	Year 2 (2008 – Service Year 1)	Year 3 (2009 – Service Year 2)	Year 4 (2010 – Service Year 3, if term extended)	Year 5 (2011 – Service Year 4, if term extended)	Sum
1.						
2.						
3.						
TOTAL COMPREHENSIVE ANNUAL SERVICE FEE. (Note: prior to Contract approval, the annual fee proposed for each year will be divided by 12 to derive the monthly payment amount, which will be entered into payments number 6 through 9.)						
		Year 2 Total Fee	Year 3 Total Fee	Year 4 Total Fee	Year 5 Total Fee	
<p><i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p> <p style="text-align: right;"><b>Evaluation Cost Amount:</b> (sum of Year 1 One-Time Cost and Years 2 – 5 Comprehensive Annual Service Fees above)</p>						
<p><b>Lowest Evaluation Cost Amount from <u>all</u> Proposals</b></p> <hr/> <p><b>Evaluation Cost Amount Being Evaluated</b></p>						
<p style="text-align: center;"><b>X 270</b> (maximum section score)</p>						
<p style="text-align: right;"><b>= PART A SCORE:</b></p>						

**ATTACHMENT 6.4, PART B**

<b>COST PROPOSAL &amp; SCORING GUIDE</b>									
<b>NOTICE TO PROPOSER:</b> This Cost Proposal <b>MUST</b> be completed <b>EXACTLY</b> as required.									
<b>PROPOSER NAME:</b>									
<b>SIGNATURE &amp; DATE:</b>									
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not a Proposer company executive (president, vice-president, CEO), this Proposer SHALL attach evidence to this Cost Proposal showing the Signatory's authority to bind the Proposer.</i>									
<b>CHANGE ORDER RATES SCHEDULE</b>									
The change order rates, detailed below, shall indicate the proposed change order rates for processing all State approved change orders. All monetary amounts are United States currency.									
<b>SUBSECTION 1 – CONTRACTOR STAFF HOURLY RATES.</b>  Note: The “Proposed Hourly Rates” quoted must be fully loaded to cover travel, meal, and lodging expenses associated with providing the services; the State will not pay travel-related expenses separately. The Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer <u>must not</u> leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).									
Cost Item Description	Proposed Hourly Rate					State Use			
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Weight	Weighted Cost	
Configuration Lead							2		
Configuration Consultant							3		
Technical Consultant							3		
Training Consultant							3		
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>								↓	
<b>Hourly Rate Evaluation Cost Amount:</b> <i>(sum of all weighted cost amounts above – will be summed with Evaluation Cost Amount below)</i>									
<b>Lowest Hourly Rate Evaluation Cost Amount from <u>all</u> Proposals</b>					<b>X 30</b> <i>(maximum section score)</i>		<b>= PART B SCORE:</b>		
<b>Evaluation Cost Amount Being Evaluated</b>									
<b>COST PROPOSAL SCORE (TOTAL OF PART A AND PART B)</b>								<b>= SCORE:</b>	

## ATTACHMENT 6.5

## PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date			
<b>Att 6.3, Section B: QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 100					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>
<b>Att 6.3, Section C: TECHNICAL APPROACH</b> Maximum Points: 150					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>
<b>Att 6.3, Section D: SOFTWARE DEMONSTRATION</b> Maximum Points: 225					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>

<b>Att 6.3, Section E: SYSTEM REQUIREMENTS</b> Maximum Points: 225	<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>	
<b>EVALUATOR NAME</b>						
<b>EVALUATOR NAME</b>						
<b>EVALUATOR NAME</b>						
<b>EVALUATOR NAME</b>						
<b>REPEAT AS NECESSARY</b>						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>PRELIMINARY VENDOR SCORE</b> (Sum of Scores for Sections D and E above) Maximum Points: 450	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	

<b>Att 6.3, TOTAL TECHNICAL PROPOSAL, SOFTWARE DEMONSTRATION AND SYSTEM REQUIREMENTS</b> (Sections B, C, D and E) Maximum Points: 700	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>Att 6.4, COST PROPOSAL</b> Maximum Points: 300	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	

<b>PROPOSAL SCORE</b> Maximum Points: 1000	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	
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## **RFP Attachment 6.6 – Contract Language Restrictions and Non-Negotiable Contractual Language**

The State of Tennessee is committed to a fair and flexible procurement process that will allow potential proposers the opportunity to have input into the terms and conditions of the contract. Our goal is to arrive at a business arrangement that is in the best interests of the State and its contractors.

However, the State is bound by its Constitution and statutes to certain terms and conditions which would not necessarily apply to private business. Such restrictions upon the state include but are not limited to the items set forth below to inform in advance that associated issues are among those that may arise in contract negotiations.

**1. Limitation of Liability** This includes language relating to hold harmless, indemnification, and disclaimer of warranty clauses. We recognize that proposers have an interest in limiting liability that may arise under the contract. Historically, the State of Tennessee was not allowed to accept any limitations of liability or warranty since this was considered surrendering the rights of the citizens of the State. The Tennessee General Assembly granted some relief from this doctrine in 2000 with the passage of Tennessee Code Annotated section 12-4-119, which allows the State to accept certain limitations of liability.

However, this statute does not allow the State to limit the liability of a contractor below twice the value of the contract, or to limit liability for intentional torts, criminal acts, or fraudulent conduct. Any limitation or disclaimer that the State agrees to, including a limitation of liability for consequential damages, must fit within this statutory framework.

**2. Confidentiality.** We recognize that proposers consider it important to restrict distribution of proprietary information. The State of Tennessee, like most government entities, is subject to an open records statute. The Tennessee statute, T.C.A. 10-7-504, has been interpreted by the courts to require that all State records be open unless there is an express exemption in a statute, and the State cannot avoid this obligation by contract.

The General Assembly has granted an exemption that provides some protection to procurements of this type. Specifically, Section 10-7-504(a)(18) provides:

Computer programs, software, software manuals, and other types of information manufactured or marketed by persons or entities under legal right and sold, licensed, or donated to Tennessee state boards, agencies, or higher education institutions shall not be open to public inspection, provided that computer programs, software, software manuals, and other types of information produced by state or higher education employees at state expense shall be available for inspection as part of an audit or legislative review process.

However, this language may be inconsistent with confidentiality language in some proposers' form contracts.

**3. Remedies.** Many proposers ask their customers to agree to certain forms of relief for breaches of contract which the State cannot agree to. Tennessee Constitution Article I, Section 17, provides that the State can only surrender its sovereign immunity in circumstances permitted by the Tennessee General Assembly. In the case of State contracts, the State has consented to be sued in the Tennessee Claims Commission under T.C.A. 9-8-307 et seq. The Claims Commission can award money damages against the State and provides for appeal to the Tennessee court system. However, the State cannot agree to many forms of remedy which proposers often request, such as injunctive relief, binding arbitration or mediation, jurisdiction in any court outside Tennessee, or the payment of court costs and attorney fees.

**4. Restrictions on Use of Work Product.** Many information technology contractors request that the State place limitations on its use of products supplied or developed under the contract. Such arrangements are scrutinized carefully by State government regulators due to concerns that the State is placing unwarranted burdens on its right to use its own property. Another concern is that a set of complicated restrictions on use will be burdensome to enforce for a product that will be used for many purposes over many years by a large government organization. The language on use of work products in the State pro forma contract has been developed based on considerable experience in dealing with information technology contractors. We are open to suggestions on amendments to this language but any negotiations must take the State's concerns into account.

5. Records. The Records clause is specifically required by Departmental regulations. This is mandatory due to the strong public interest in monitoring government spending and preventing improper use of public funds.

## RFP Attachment 6.7 – Application Specifications

### Att 6.7 Application Specifications

Prior to contract approval, the Contractor's responses to RFP Attachment 6.8 will be added to the contract and become part of the contract upon execution.

#### 6.7.1 Purpose

The purpose of RFP Attachment 6.7, Application Specifications, is to provide a narrative description of the features and capabilities of the Proposer's proposed vendor-hosted application offering, and the software vendor's approach to implementation-related project activities. Related topics, such as specific requirements, proposed costs, staffing, and the timeline for providing the described scope of functionality, are addressed elsewhere in the RFP. Important reminder: no cost information should be included in the response to this Attachment.

#### 6.7.2 Functional Components

##### 6.7.2.1 Description of Application

The Proposer is expected to provide a narrative description of the proposed hosted solution as a whole to provide the range of functionality described in RFP Attachment 6.9, Tennessee Merit Hiring Narrative. This section is intended to be a high-level view of the functionality of the services offered.

Proposer should discuss its understanding of the State's requirements and how it intends to address the State's needs with its proposed solution. Summarize major functional requirements or groups of requirements that will not be met by the delivered application "out of the box" and describe the strategy that will be used to address those functional gaps. If no modifications, enhancements, or supplements are required, the Proposer must state this in its response. The State recognizes that additional customization requirements may be identified during fit analysis work sessions; however, best efforts shall be made to document all potential modifications.

##### 6.7.2.2 Module Descriptions

Proposer shall provide a listing of all application software modules/components as defined by the Proposer's application software necessary to provide the requested functionality. For each module, the Proposer shall summarize the key features and functions of that module, as well as the major integration points, workflow, and report capabilities of the module, in the following format. The size of the individual response items may be adjusted as needed.

##### 6.7.2.2.1 Module One-Page Summary Format

<b>Module Name</b>	
<b>Narrative Description of Major Functions</b>	
<b>Integration Points</b>	
<b>Workflow Capabilities</b>	

## Reporting Capabilities

The following is a brief explanation of expected response for each required field:

**Module Name** – Indicate the module or component name from the proposed software solution.

**Narrative Description of Major Functions** – Describe in narrative form the major business process functions addressed by the module. Describe the key features of the module and how the module addresses the pertinent business needs of the State.

**Integration Points** – Describe the integration of the module with other modules in related business processes. An exhaustive listing of all integration points is not required. The intent is to provide a general understanding of relationships and dependencies between software modules.

**Workflow Capabilities** – Briefly describe the automated workflow capabilities of the module, including routing and approval functions.

**Reporting Capabilities** – Briefly describe the most significant capabilities for reporting in this module through standard reports, ad hoc queries, online inquiry, or other means.

### 6.7.2.3 Application Integration

Discuss the proposed approach to providing a solution easily integrated with the State's Edison system, based on Oracle's PeopleSoft Enterprise Release 8.9 software. The Proposer shall address the capabilities that its solution can uniquely provide to support the State in realizing its vision of an integrated statewide administrative system. If the proposed solution has not been integrated with PeopleSoft Enterprise before, please list the commercial off-the-shelf ERP systems with which the solution has been integrated.

One of the significant advantages of an enterprise solution is to provide consistent information across all areas of the business. Information entered in one area updates all related areas and does not need to be reentered. Built-in features shall ensure file integrity and consistency. Describe how your integration strategy facilitates these capabilities.

### 6.7.2.4 Application Features and Capabilities

#### 6.7.2.4.1 Application Interfaces

Proposer shall describe the built-in capabilities and tools available in its proposed solution to interface the system to external data exchange formats, such as external testing tools or Web-based career sites, and to common office automation tools, such as Microsoft Office. System input can come from a variety of sources and will need to be "fed into" the appropriate application modules with no programmer time required. It is important that the proposed service offering has the ability to create (read) files to be downloaded or uploaded to (from) a variety of other systems where the hardware and software being used are different from each other and that of the State. The system shall permit automated data exchange in both real time and batch modes to and from other systems, and shall integrate with other desktop and server applications such as Microsoft Excel, query and reporting tools, and electronic mail (GroupWise).

#### 6.7.2.4.2 Application Integrity

Describe built-in features and capabilities of the application that ensure the integrity of the system and its data. The system shall provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed



in the wrong sequence. The system shall have the ability to require batch and on-line editing to use the same edit routines/programs for consistent programming. It shall also have the ability to prevent users from overriding or bypassing data validation and editing routines.

Describe any application-provided quality assurance reports and system integrity reports.

#### **6.7.2.4.3 Best Business Practices/Process Reengineering Required**

Describe how the proposed software solution accommodates embedded business rules, logic, and standards or requirements based on best practices for the public sector. The degree of process reengineering expected to be required shall be discussed for meeting the State's specific business requirements.

#### **6.7.2.4.4 Workflow Capabilities**

Describe the electronic workflow capabilities of the proposed solution, building upon a hierarchical organizational structure reflecting that of the government enterprise organization. This structure shall enable a variety of electronic workflow and routing procedures to reduce the amount of paper document processing and to improve both security and communication between the various departments and workgroups within the State. Describe how the workflow features of the proposed solution will integrate with the electronic workflow of PeopleSoft Enterprise.

Describe the general approach to configuration and management of automated workflow capabilities, including the ease with which workflow routings and approvals can be modified for periodic changes in business processes or approval paths. Discuss the major automated notification points built into the system, whereby system users and management are automatically notified of defined business events by the system.

#### **6.7.2.4.5 Audit Trail Capabilities**

Describe how the proposed system will provide a detailed audit trail to allow the authorized user to trace the history of all changes in user data or in system configuration.

#### **6.7.2.4.6 Online Help**

Describe the online help delivered with the application. How is it distributed to the end user? Describe the process available, if any, to customize the online help to meet State needs and State processes.

#### **6.7.2.4.7 Application Security**

Describe the delivered system's application security. The system shall provide application controls to prevent unauthorized use, modification or destruction of the system, maintain system process controls, and log all transactions. In addition, the system shall provide an access control system to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate, based on user, role, risk and/or sensitivity.

Describe the delivered system's approach to and capability to enforce the concept of least privilege and how that concept is proliferated throughout the system components.

Describe how the proposed solution's access control system integrates with Edison's established security controls in the PeopleSoft Enterprise system. Describe any tools which ensure that the maintenance of the security controls within the two environments is efficient and easily managed.

Describe the guidelines and principles governing the proposed solutions custom code developed by the Contractor for the purposes of service/interface integration or transformation. (e.g. Company specific application security coding principles pertaining to java, XML, C#, etc. in regards to application security issues such as input validation and threat mitigation/prevention such as SQL injection attacks).

Describe the toolset or applications included with the software application for security administration. Also, provide a response regarding the following application security features:

- 6.7.2.4.7.1 The security profile (e.g., How are users set up in security? What are the password rules?).
- 6.7.2.4.7.2 Software elements that are restricted through security (e.g., menu items, tables, fields, records, etc.).
- 6.7.2.4.7.3 The ability of the system to tailor menus and screen presentation by user, so that only options that are accessible by the user can be viewed.
- 6.7.2.4.7.4 How do security definitions apply to report writers?
- 6.7.2.4.7.5 Does the security function of the proposed software solution support a single sign-on to the application? What capabilities are provided for integrating with external security systems?

### **6.7.3 Upgrades, Patches, and New Releases**

In the following sections, Proposer shall describe its approach to providing updated functionality subsequent to the State's initial software installation.

#### **6.7.3.1 Fixes and Patches**

Describe the process that the application software vendor uses to distribute software fixes and patches, and the typical process to apply fixes and patches. This should include software security vulnerabilities which require a patch or upgrade to fix the proposed system if such vulnerability is discovered. Describe the typical documentation that accompanies new patch releases. Are releases of fixes and patches made on a certain schedule, or are they released as they are ready? Is each release cumulative of all fixes since the last upgrade? If not, how are the patch prerequisites established? What support will the software vendor provide?

#### **6.7.3.2 Upgrade Process**

Describe the upgrade process for the software when a new release is made available. What is the impact on user-defined fields and tables during the upgrade process? What is the impact on the security controls within the system? What is the impact on any customizations previously made to the software (e.g., personalized menus, functional enhancement "bolt-on" to code)? What support does the software vendor provide during the upgrade process? What support does the Proposer provide, if the upgrade occurs during the implementation? Is the State always required to upgrade? How many versions/releases of the software are supported by the software vendor, and for how long? Describe the types of documentation that accompany the upgrade software, and the resources available if there are questions or problems applying the upgrade.

#### **6.7.3.3 Software Distribution**

If the solution requires any user of the system to install software on the user desktop, describe the process for distributing software and upgrades to the software to the user desktops.

### **6.7.4 Software Maintenance and Support**

Describe the support available from the software vendor, including:

- 6.7.4.1 Special plans defining "levels" of customer support (e.g., gold, silver, etc.).
- 6.7.4.2 Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- 6.7.4.3 Describe any new release items that would not be covered by the ongoing annual licensure payment quoted in the Cost Proposal.

- 6.7.4.4 Availability of user groups, how often they meet and how they are structured. Does the software vendor or the user group manage the agenda and contents of the meetings? Describe user group input to system fixes and future enhancements.
- 6.7.4.5 Problem reporting and resolution procedures.
- 6.7.4.6 Other support (e.g., on-site, remote dial-in, Web site access to patches, and knowledge base).

## **6.7.5 Technology Environment**

In this section, the State would like to understand the technology in which the proposed vendor-hosted solution has been implemented. The Proposer is responsible for all costs associated with the acquisition and maintenance of the needed hardware and software as well as any telecommunication connections between the Contractor's servers and the State's servers to support the solution.

The production and test servers and operations staff shall be located at a secure site provided by the Proposer. The State's data must be secure and protected by appropriate means to ensure privacy and confidentiality is not compromised in either transmission or storage.

The Contractor will be responsible for the integration, connectivity, operability and cost of the physical connection to the State's Data's Center and/or Network for accessing legacy databases and files. This connection must have sufficient bandwidth and or throughput to accommodate all transactions, transmissions and data transfers as if the servers were located at the State's Data Center.

### **6.7.5.1 Software Browser**

The Proposer shall discuss the Web browsers, including release and/or revision numbers, with which its proposed solution is fully compatible. If there is partial compatibility with a Web browser, or compatibility with only selected parts of the system, the Proposer must discuss this as well. The State has mandated Microsoft Internet Explorer 6.0 as its minimum Web browser requirement. The Proposer shall specifically state its compatibility with IE 6.0.

### **6.7.5.2 Network and Connectivity**

The Proposer shall provide an itemization of all major systems, components, layouts and/or diagrams to support the network and associated connectivity in the Applicant Services production environment.

### **6.7.5.3 Hardware Specifications**

The Proposer shall provide a narrative and a diagram of the hardware that will be used to maintain and support the State's production environment. The itemization should include: machine make and model, firmware, operating system, and utilities.

### **6.7.5.4 Software Environment**

The Proposer shall provide an itemization of all software products that will be used to maintain and support the State's production service offering. The itemization should include: software development tools and languages, applications, database management software, utilities and device drivers. Where applicable, version numbers should be included.

### **6.7.5.5 Data Backup**

The Proposer shall discuss how it provides for the storage and management of data that is being stored within the Applicant Services system at the vendor site. This section should describe how often complete data backups vs. incremental data backups are performed, and how the vendor protects the data through off-site storage and transport.

### **6.7.5.6 Disaster Recovery**

The Proposer shall discuss its Disaster Recovery Plan. The Proposer shall provide an alternate processing arrangement that will have the State's system operational after a disaster, whether natural or man-made, within 24 hours. The Proposer shall identify its alternative processing site and the disaster recovery testing cycle and frequency.

### **6.7.5.7 Internal Controls and Security**

The Proposer must fully describe its approach to application and system security, including but not limited to the use of firewall hardware and software and how these will be configured in their network. The Proposer must provide a security infrastructure diagram and submit a narrative response to each of the sections on the diagram explaining how their proposal addresses each element of the security infrastructure. Proposers must describe how they would:

- Ensure that the State's confidential data is protected from unauthorized access while:
  1. In transit – provide the ability to execute secure, authenticated, two-way transactions to ensure confidential data is protected from unauthorized use, modification or destruction.
  2. In storage – provide the ability to encrypt confidential data as well as segment and separate confidential data from public data to ensure that confidential data in databases from which public data is being extracted will not be compromised;
- Ensure integrity of data – describe how data and transaction integrity and confidentiality will be maintained; address legal issues with regard to misuse or fraud and options for resolution;
- Ensure data reliability – describe how sufficient detail and summary information will be maintained to ensure statutory and regulatory reporting and compliance responsibilities;
- Ensure data availability – describe how data and network access continuity will be maintained, ensuring its availability for required business processes;
- Ensure physical and environmental control – describe method planned to prohibit users from accessing data or computer facilities unless such access was expressly approved by the State; and determine environmental control required to mitigate the risk of loss of resources;
- Provide robust authentication – Discuss the authentication mechanism and/or platforms which provide authentication services within the environment including multi-factor authentication services and/or physical authentication or biometrics utilized at facilities.
- Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the Portal remains as secure as possible over time.
- Provide a security assessment – The Contractor shall implement biannual third party security assessments (e.g. penetration tests, vulnerability scanning and reporting) to ensure that the portal remains as secure as possible over time. The contractor shall ensure that the results are delivered to the State in a timely fashion and that there is a secure mechanism for the delivery of the assessment reports.

The proposal must describe how the Proposer would tie in to existing State Directory Servers for authentication if the State required this capability. The Proposer must also describe how the system architecture and design supports the State's security policy requirements.

The Proposer must provide a minimum of network, server, and transaction security concerning each part of their diagram. Full audit trails must be maintained throughout the entire transaction lifetime. A rigorous change management and configuration management process must be designed to ensure security and availability.

The proposal must describe how the Proposer would tie in to existing State Directory Servers for authentication if the State required this capability.

#### **6.7.5.8 Migration to In-House Application**

The State may wish at the end of the contract term to move the application and data to a State server in the State Data Center. The Proposer should discuss its approach to the migration of the system from a hosted solution to a delivered solution. Is the Proposer open to this? Has the vendor ever done this before? If so, for whom? What are the steps that the State would need to follow to accomplish this? How would software updates and new releases be handled in this scenario? The Proposer should discuss any advantages and disadvantages of this migration.

#### **6.7.6 Future Direction**

The Proposer shall discuss in some detail the strategic product plans for the proposed software products in

this response. What have been the significant enhancements to the products in the past few years, and what is expected in the next five years? How will the solution proposed provide a stable robust environment for the State currently and provide a platform for growth and technological advances for the future?

#### **6.7.7 Exit Transition Plan**

The Proposer shall discuss its approach for assisting the State at the end of the contract awarded through this procurement in planning for an orderly exit strategy. The Proposer shall provide an Exit Transition Plan. The establishment of an exit transition plan will lay the foundation for that process. An exit transition plan must include, at a minimum:

- Detailed overview and architectural diagrams of software environment;
- Detailed inventory of applications and data files;
- Delivery of all State records, applications, data, and agreements, including working papers and operational documentation, in a format that is mutually agreeable.

The Proposer shall review the exit transition plan on a yearly basis and provide the State with an updated plan as needed.

#### **6.7.8 Other Software Features**

##### **6.7.8.1 Americans with Disabilities Act (ADA) Compliance**

In this section, the Proposer shall address its features for access by the disabled. The software vendor must be committed to providing software solutions that are accessible to individuals with disabilities. The following information must be submitted regarding compliance with the Americans with Disabilities Act (ADA) and Web Accessibility Initiative (WAI):

- 6.7.8.1.1 Vendor must state the degree to which proposed software meets ADA Section 508 standards and WAI Web Content Accessibility Priority 1 guidelines.
- 6.7.8.1.2 Where the software is not in compliance with these standards, a detailed narrative must be provided to describe plans for improving software accessibility and meeting said standards. As part of this process, the software shall make the accessibility enhancements it develops available to the State as part of its annual maintenance program.
- 6.7.8.1.3 If the State notifies the Vendor that a person has made a claim against the State concerning accessibility of products furnished by the Vendor under this contract, the Vendor must work with the State to remedy the claim in a timely manner. Please describe the approach to addressing such claims and minimizing the State's exposure to potential litigation.
- 6.7.8.1.4 If applicable, the software design phase of the project life cycle must address the needs of disabled State employees that will use the system. Additionally, the State agency with oversight authority for ADA compliance will be actively involved in the design phase. Please describe how these requirements would be addressed as part of the project plan.

##### **6.7.8.2 List of Key Reports**

To establish a complete and competitive proposal, Proposer shall include information about the standard delivered reports. In response to this section, Proposer must provide a listing of up to 25 key reports provided with the delivered system. A "key report" is a report that the Proposer judges would be important to the State in the operation and analysis of its regular business.

The response for this section shall be a listing of the key reports in a table format including the name of the report and a brief (less than 75 words) description of the report contents and how it is typically used in the system. Sample pages of the reports are not required.

## RFP Attachment 6.8 – Implementation Services Specifications

### Att 6.8 Scope of Implementation Services

The Proposer shall address its approach and provide a narrative response regarding the following setup and implementation services in its proposal. Complete specifications for the services addressed by the RFP are detailed in Section A, Scope of Services, of RFP Attachment 6.1, *Pro Forma* Contract.

Prior to contract approval, the Contractor's responses to RFP Attachment 6.8 will be added to the contract and become part of the contract upon execution.

#### 6.8.1 Project Management

##### 6.8.1.1 Project Management Approach

The Proposer shall describe its approach to project management, including the provision for an experienced Project Manager who will be accountable for all services and deliverables provided under the contract resulting from this RFP, and who will work to ensure the on-time delivery and successful deployment of a functioning system that meets the State's requirements and the successful ongoing operation of the proposed solution. As part of its project management approach, the Proposer shall describe the project management tools, standards, controls, and procedures that will be utilized to create a proven, reliable process to deploy the system statewide. This section shall also include a brief description of the Proposer's approach for managing the project.

##### 6.8.1.2 Project Work Plan

The Proposer shall provide as part of its proposal response a Project Work Plan for all proposed project tasks, including the deliverables listed in Section A of RFP Attachment 6.1, *Pro Forma* Contract. The Project Manager will monitor and update the Project Work Plan, revising as appropriate. The plan must be accessible via Microsoft Project 2000®, and shall be included with the response in both a printed copy bound with the Technical Proposal and an electronic copy of the file in Microsoft Project format. (Do not submit in only PDF format.) The plan must include the requirements specified in RFP Attachment 6.1, Contract Section A.13.a.1, Master Project Workplan. State leadership believes that the target production dates described in Contract Section A.2 provide adequate time for satisfactory completion of the project. If a Proposer proposes any other implementation timeline, such a proposal will be considered an alternative proposal and may be disqualified.

##### 6.8.1.3 Service Transition

The Proposer shall describe its approach to transferring administration of the service offering to State control. The description shall include all elements necessary to transfer a fully functioning system, including data and processes.

Also, as part of the service transition, the Proposer shall describe their knowledge transfer strategy throughout the project as documented in the Knowledge Transfer Plan, to ensure that State employees are prepared to operate and administer the system at transition. The response shall describe the specific procedures that the Contractor will undertake to mentor State staff and ensure adequate State experience and knowledge by the transition time.

#### 6.8.2 Software Installation, Testing and Tuning

The following software installation, testing and tuning activities are within the Proposer's scope for this project. The Proposer shall describe its approach to providing the services and activities associated with the each of the following:

- ◆ Evaluation of the State's WAN capacity, and specific recommendations concerning any needed WAN upgrades;
- ◆ Initial software installation to support design, configuration and testing;
- ◆ Structure and maintenance of planned database instances/ environments:

- ◆ Approach to security controls, quality assurance, and procedures and processes for all phases of testing and quality assurance, and,
- ◆ Database performance and tuning.

### **6.8.3 Business Process Design and Software Configuration**

The Proposer shall describe its approach to validate the generic “To Be” processes developed by the State prior to this award, and how said “To Be” processes will be revised to address the best practices inherent in the proposed Applicant Services solution. This approach must also address how the Proposer intends to ensure that the State’s detailed system requirements as detailed in RFP Attachments 6.8, 6.9 and 6.11 are met. The Proposer will assist the State in identifying appropriate business process improvement opportunities, documenting the desired change, and planning and implementing the business process changes. Proposer shall also describe how this process integrates with its approach to project communications and cultural change management, since many of the change management issues involve changes to the State’s business processes.

The Proposer shall then describe its approach and methodology to be used to configure the Edison software in accordance with the new business process design. This section shall also describe:

- ◆ Tools and procedures available to aid in the software configuration process;
- ◆ Documentation to be provided to support the software configuration; and,
- ◆ Process for validating configuration against the State’s documented processes and requirements.

### **6.8.4 Customizations**

In the following sections, the Proposer will describe its approach for addressing the various types of customizations as follows:

- ◆ Reports Analysis and Development;
- ◆ Enhancements and Modifications;
- ◆ Interface Development;
- ◆ Data Conversion; and,
- ◆ Workflow Configuration

#### **6.8.4.1 Reports Analysis and Development**

The Proposer shall describe its approach to providing reporting functionality using tools that are robust enough to support present and future reporting needs for all functional areas. Delivered reports must be designed with the flexibility to be easily modified as functional and reporting requirements change. The reporting tool should be easy to learn and use, easily accessed from the Web, and have a similar “look and feel” as other system modules.

The Proposer shall describe an offering that provides, at a minimum, the following report analysis and development services to meet the unique statewide and agency reporting needs:

- ◆ Analysis of statewide and agency-specific reporting requirements and classification of said needs by priority and type;
- ◆ Analysis and proposal of ways to reduce the State’s use of paper in meeting its reporting needs using State-standard tools where possible (i.e., electronic report distribution and online/web-based report viewing); and,
- ◆ Analysis, and if appropriate, recommendations to refine the State’s report distribution and printing system; and,

- ◆ Design, development, and testing of reports as specified in Section A, Scope of Services, of RFP Attachment 6.1, *Pro Forma Contract*.

#### **6.8.4.2 Enhancements and Modifications**

While the State intends to minimize modifications made to the software to the maximum extent possible, it is expected that some modifications may be required. The Proposer shall describe its approach to accommodating modifications in its proposed solution. Describe the process if the State requires a unique modification not applicable to other clients. Can the solution handle different versions for different clients? For modifications that will be made part of the standard system delivered to all clients, the Proposer shall include its business-justification process for prioritizing and approving each of the identified potential enhancements.

The Proposer shall describe its approach to making enhancements or modifications to the baseline software solution in a manner that facilitates an easy, low-cost and low risk migration to new releases of the baseline product. Describe the process for testing and installation of modifications. Proposer shall describe its approach to coding and documenting modifications in such a way as to ensure that they can be easily re-applied when upgrades to new releases of the proposed software are deployed.

#### **6.8.4.3 Interface Development**

The Proposer must describe its approach for the design, development, testing, and deployment of automated interfaces between the proposed solution and Edison or other State systems.

The State desires a nightly download of data from the proposed solution to a State server. Proposer shall describe its approach for downloading the data nightly, and the procedures it will use to ensure a complete, secure and verifiable data set.

The Proposer will be responsible for the development and deployment of a set of inbound and outbound interfaces to integrate the proposed solution with existing State systems and/or Edison. For more details on the scope of services regarding interface development, please refer to Section A of RFP Attachment 6.1, *Pro Forma Contract*.

#### **6.8.4.4 Data Conversion**

The Proposer shall describe its approach to performing all required data conversion activities associated with the project, including confirming statewide, agency-specific, and supplier data conversion requirements, and developing a comprehensive data conversion plan. The detailed requirements and responsibilities for data conversion are described in Section A of RFP Attachment 6.1, *Pro Forma Contract*.

### **6.8.5 Training and Documentation**

The Proposer shall describe its approach to providing “just-in-time” training to ensure that all State end users have the knowledge and capabilities necessary to effectively use the Applicant Services application and technology. The description shall include the following:

- ◆ Proposed training plan for State project team members;
- ◆ Overview of the proposed end user training plan, training topics and the methodology for providing training to all users, including options for on-site or off-site training services;
- ◆ Description of end user training materials that are provided as part of the proposed solution, their format, and any tools/utilities provided by vendor for training material development;
- ◆ Description of its proposed approach for developing/ maintaining technical and user documentation, including manuals, quick reference guides, tutorials, help, and other techniques as appropriate. Describe the approach used to keep technical and user documentation current throughout the project, and throughout the life of the system.
- ◆ Proposed training schedule, including project training milestones;



- ◆ Assessment of end user training needs;
- ◆ Availability of on-line training and the degree to which training can be customized to the processes that are developed during implementation;
- ◆ Structure, development and maintenance of valid representative data for training purposes and for end user “practice” outside of the classroom; and,
- ◆ Approach to on-going training after the system is in production (e.g., new hire training, “refresher” training, training on new software functionality).

Representative user counts and other training information that may be useful to the Proposer are included in Contract Attachment A, Scoping Information.

#### **6.8.6 Deployment Support**

The State requires the assistance and expertise of the Proposer to put the proposed solution into production at all affected State agencies. The Proposer shall describe its approach, and the services and level of staffing proposed, to ensure a successful deployment. The Proposer will address the deployment on calendar year-end in conjunction with the remainder of the Edison HR/Payroll system. This timeline is discussed in more detail in Contract Section A.2.

As detailed in Contract Section A of RFP Attachment 6.1 *Pro Forma* Contract, the Proposer will perform the following tasks at a minimum, and shall include these tasks in its proposed approach:

- ◆ Development of a detailed knowledge transfer plan to describe how Proposer intends to prepare State staff to support the Edison software and all other software necessary to run the System;
- ◆ Train operations staff in the maintenance and configuration tasks in support of systems operations;
- ◆ Assist in performing other implementation tasks for which the State project team members are responsible; and,
- ◆ Provide resources to assist in the deployment of the system to the agencies.

#### **6.8.7 Post-Implementation Support**

The Proposer shall describe the nature of any post-implementation and ongoing support, including:

- ◆ Post-Implementation support activities;
- ◆ Telephone support available from Contractor subject matter experts;
- ◆ Problem reporting and resolution procedures; and,
- ◆ Other support offered (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

The State requires approximately three months of intense post go-live support.

## RFP Attachment 6.9 – Tennessee Merit Hiring Narrative

(NOTE: No proposal response is required for this section. This is provided for information purposes only.)

### TENNESSEE STATE GOVERNMENT MERIT HIRING Current Business Processes and System Functionality

#### Preface

Approximately 38,000 state employees or 98% of the Executive Branch general government workforce are covered by the merit hiring provisions of the career service (civil service). Under state law, the Tennessee Department of Personnel (DOP) has the responsibility for administering these provisions and ensuring their appropriate interpretation and application. The merit hiring provisions encompass the entire process from applicants completing employment applications through the selection process. Many of these processes are currently automated in a variety of systems, most of which are custom built “in-house” systems. This document briefly describes each process and outlines components that are currently automated and that should continue to be automated in any new system. In addition, there are many processes described in this document that are currently performed manually that should also be considered for automation in any new system.

#### Definition of Terms

- **Act.** Tennessee Code Annotated, Title 8 (Public Officers and Employees), Chapter 30 (Civil Service)
- **Agency.** Any board, commission, department, or agency which employs and exercises authority over any employee of the State service.
- **Appointing Authority.** An officer having power to make appointments to and separations from positions in the State service.
- **Career Service.** All positions in the State service subject to the civil service provisions of the Act.
- **Career Status.** The status granted a career service employee by an agency upon completion of any probationary period requirement for the job classification in that agency.
- **Civil Service.** Civil service refers to positions in federal, state and local government that have job protections that are not afforded to employees-at-will. Such job protections may include a right to due process and/or access to a grievance procedure before adverse action is taken against the employee.
- **Certificate of Eligibles.** The “official” document listing the names of available eligibles in rank order by examination scores compiled from the register for a class of positions used by an appointing authority in filling a vacancy. This document is the “official” record of the selection process. There are two types of Certificates of Eligibles, the Employment Certificate and the Promotional Certificate.
- **Eligible.** A person who has qualified for appointment to a position in State service.
- **Employment Certificate.** An official Certificate of Eligibles listing the names of all available eligibles (state employee and non-state employee applicants) in rank order by examination scores for a class of positions.
- **Examination.** A test or series of tests designed to assess the relative fitness of individuals to perform the duties associated with a particular class of positions.
- **Legal Resident County.** The county in which a person’s home is located and to which the person definitely intends to return even though temporarily absent.
- **Merit Hiring.** System used by many federal, state and local governments for hiring and promoting employees to civil service positions on the basis of competence. The merit hiring system uses criteria such as educational and occupational qualifications, testing, and job performance for selecting, hiring and promoting civil servants. Appointments to these jobs are from registers or lists of qualified applicants who are ranked in order of their passing scores on

competitive civil service examinations. These lists may be broken down by geographical location or work unit.

- **Organizational Unit.** Any agency, board, commission, department, or subdivision recognized as a unit for purposes of administration.
- **Position.** A job consisting of assigned duties, authority, and responsibilities typically performed by one person.
- **Probationary Period.** A working test period of at least six (6) months duration.
- **Promotional Certificate.** An official Certificate of Eligibles listing the names of all available state employee eligibles with career status (not on probation) who have a performance rating of marginal or higher, in rank order by examination scores for a class of positions.
- **Register.** A list of names of persons attaining an examination score of seventy (70) or greater for a class of positions.
- **State Service.** All offices and positions of trust or employment in the executive branch of state government except those specifically excluded by the Act.
- **Veteran.** A person eligible for military preference in appointment as prescribed in T.C.A. 8-30-306. Additional points (5 or 10) are added to the score of qualifying applicants.

### Description of Current DOP Applicant Systems for Merit Hiring

The DOP currently maintains several systems referenced throughout this document that automate some of the processes included in merit hiring. A list and brief description of each system is provided below.

- **Applicant Services System:** This custom built “in-house” mainframe system is the main repository for all current state employee and non-state employee applicant records and historical records documenting all job classifications for which each applicant has applied with scores, changes to certain types of information, dates letters were generated, Certificates of Eligibles on which the applicant’s name appeared, responses given for each Certificate of Eligibles, and the number of considerations received from each agency (explanations for these processes are provided in this document on pages 6 through 9). This system also provides significant merit hiring system functionality, including calculating the applicant’s final score for each job classification based on required examination components, generating various types of letters to applicants (admission, score, and response letters) and generating all Certificates of Eligibles, with additional functionality for determining eligible applicants for selection. This system is a part of the State Employee Information System (SEIS) that maintains employee and payroll records for all state employees.
- **On-line Job Search:** This custom-built “in-house” web-based program is a part of the Career Service Employment Website and allows applicants the ability to conduct a job search using various search criteria, including job title or code, occupational group, minimum salary, geographic location and academic major. The program provides access to job descriptions, test summaries, salary ranges and position vacancy information.
- **On-line Application System:** This is a web-based on-line application system that allows applicants to complete a state application and apply for specific job classifications. This system provides limited job search features that are also available on the Career Service Employment Website.
- **Imaging System with Workflow:** All applications are processed through the Imaging System whether they are submitted as paper copies or entered on-line in the On-Line Application System. These imaged applications then process through a workflow.
- **Computer Administered Testing System:** This custom built “in-house” client server system allows applicants to take state tests administered on a computer.
- **TEAMS (Tennessee Employment Application Management System):** This custom built “in-house” client server system allows applicants to complete an abbreviated application for written tests and is capable of approving applicants for admission to certain computer-administered tests.

## **Employment Application and Examination Process**

Applicants for career service job classifications must submit an employment application to the DOP, where minimum qualifications are verified. Applicants meeting minimum qualifications for particular classifications receive a score through the appropriate examination process. Once examination scores are determined, applicants are placed on the appropriate list or “register” containing the names of all “eligibles” (qualified applicants) who have obtained a score of seventy (70) or above.

### **Application Process**

The time frames during which applications are accepted vary by job classification based on factors such as classification size (number of positions) and turnover rate, available applicant pool and the number of vacancies which have been filled within certain time periods. Applications for classes with large numbers of positions and high turnover rates are accepted on a daily, continuous basis. For all other classifications, applications are only accepted when agencies indicate the need to expand the existing applicant pool in order to fill vacancies. Processes for each approach are covered below.

- **Daily Examinations:** The system recognizes the “daily” status for these job classifications and allows applications to be received and examinations to be conducted and processed on a daily basis.
- **Announced Examinations:** An agency needing to expand the applicant pool for a job classification to fill existing vacancies submits a request to the DOP to “open” the examination process for accepting new applications. DOP staff updates the website and the applicant system so that the classification will be “open” for receiving applications. All applications, whether submitted in paper form or on-line, are given a “priority” status through workflow so that DOP staff is aware of which examinations must be completed prior to the “closing” date. The process of opening and closing job classifications for accepting applications is manual. However, once the date for closure has passed, the on-line application system is programmed to not accept an application for a closed classification. Applicants who submit paper applications for closed classifications are notified through a computer-generated letter that they have applied for a closed classification and informed that their application has not been accepted.

### **Types of Applications**

The DOP receives applications through the following methods.

- **Paper Application:** The DOP receives paper applications via U.S. mail, fax or walk-in applicants. These applications are scanned through an imaging system and certain key required fields (basic personal information, work area preferences and job classification information) are entered into the applicant system through data entry to either create a new applicant record or update an existing applicant record. The scanned applications are then processed through an automated workflow system.
- **On-line Application:** The DOP uses a web-based on-line application system. The applicant keys in all necessary information into the on-line application, including education and work history in narrative form. The same key required fields mentioned above that have now been entered by the applicant are transferred to the applicant system to either create a new applicant record or update an existing applicant record. These applications are also converted to images and processed directly through the workflow system.

### **Workflow**

The automated workflow forwards the imaged on-line applications to certain workstations for review and approval. Paper applications require additional manual steps prior to being forwarded for the approval process. Applications may be forwarded to several locations at the same time based on

certain conditions, such as when an applicant has applied for several different job classifications that must be reviewed by different staff members or when an applicant requests veteran's preference and a staff person must verify eligibility.

### **Determining Minimum Qualifications**

The workflow routes applications to staff who determine whether each applicant meets classification minimum qualifications. The minimum qualification is a statement of the minimum education and experience which an applicant must possess in order to be eligible for possible employment consideration. This process is currently a manual review. However, the DOP is in the process of expanding on-line employment application capabilities to include front-end screening of applicant minimum qualifications.

### **Career Service Employment Website**

The on-line application is linked directly to the DOP website. This website provides detailed information on the state employment process and allows applicants to review job classification information such as job duties, qualifications and salary ranges and to search for possible job vacancies. This site also contains information on job classifications for which the DOP is currently accepting applications, classifications for which the DOP is not currently accepting applications and the closing dates for those classifications that can only be applied for during the open examination announcement period.

### **Examination Process**

The DOP determines the appropriate examination method for each job classification. The most common assessment procedure for ranking public sector applicants for employment is the Training and Experience Rating (T & E Rating), followed by paper/pencil tests. In Tennessee state government, T & E ratings are used as the primary ranking procedure for some 1,350 different job classifications while paper/pencil tests are used for approximately 80 different job titles. In most situations, the T&E rating or paper/pencil test represents the sole rank ordering instrument used for applicant register placement purposes.

### **Examination Methods**

In addition to minimum qualifications, the DOP uses several examination methods to determine applicant scores as described below.

- **Written Test:** This is an examination administered in written form which is usually designed to measure an applicant's basic abilities, skills and specialized job knowledge required for successful job performance. Such tests commonly consist of a series of multiple choice questions arranged into a variety of item formats and test content areas. Currently, all written examinations are available in either paper/pencil form or in a client server based computer-administered testing system. The DOP is currently in the process of converting these tests to a web-based application.
- **Performance Test:** This is an examination used to assess motor skills or perceptual skills, i.e., typing performance, etc. Some performance tests, including typing tests, are performed in the computer-administered testing system as part of the testing process for certain job classifications.
- **Pass/Fail Examination:** This is an examination scored on a pass/fail basis and a rating of the applicant's education and work experience. The applicant must attain a passing score on both parts of the examination but the applicant's final score is based only on the education and experience rating.
- **Training and Experience (T & E) Rating:** This examination method is the assignment of score credit based on the applicant's relevant education, training, and work experience as compared to established rating criteria, e.g., fields of education and work experience which provide competencies relevant to the job. Education credit is generally scored based on the highest level

completed and relatedness of academic field in which the education was attained, e.g., general academic degree, related academic degree, or a highly related academic degree. Most experience rating guidelines have three or more scoreable experience levels, including A – Highly Related, B – Related, C – Somewhat Related, and so on. Each experience level is defined on established rating guidelines which may also provide example job duties and job titles to assist in determining the appropriate level to score each applicant's experience. The more recent and relevant an applicant's experience for a particular job, the higher the score. This examination method is currently a completely manual process. However, the DOP is currently reviewing options for developing an on-line T&E rating system.

- **Job Simulation/Job Preview Test:** This is an examination designed to ascertain an applicant's willingness, i.e., likes and dislikes, as it relates to commonly performed job tasks. The examination may consist of a work sample or a questionnaire which describes various job tasks and asks the applicant to indicate a willingness to perform often distasteful or difficult tasks. This is currently a manual process that may also be automated as part of expanding the on-line employment application system.
- **Employment Interview:** This is a final pre-employment test which consists of a personal interview between an applicant and the appointing authority or the appointing authority's designee. Such examinations may consist of a variety of formats, including a structured oral interview, during which all applicants interviewed are asked to respond to similar or identical questions of a job-related nature. This is currently and will continue to be a manual process.

### **Scoring Process**

Following the administration of the examination process, the score that each qualifying applicant receives is based on the examination method or methods established for the specific job classification for which the applicant is applying. The score resulting from this examination process is known as the Final Earned Rating (FER). A database matrix of classification codes, examination requirements, component formulas, and weights is used by the current system for FER calculation. Certain applicants may be eligible for other points to be added to this score as described below.

- **Veteran's Preference Points:** Veteran's preference points are added to the Final Earned Rating of passing examination scores on employment certificates only. Upon meeting eligibility requirements, the applicant's record is updated through an on-line entry to reflect appropriate preference points (5 or 10 points). These points are automatically added to the applicant's score when employment certificates are requested.
- **Bonus Points:** Bonus points (additional points based on performance evaluation ratings) are added to the Final Earned Rating of passing examination scores on promotional certificates only. The applicant's record reflects appropriate points (1, 2, or 3) through an interface with the employee's personnel record in SEIS. These points are automatically added to the applicant's score when promotional certificates are requested.

### **Certificate of Eligibles Process**

When an agency needs to fill a career service position vacancy, the agency requests a "Certificate of Eligibles". Official Certificates of Eligibles are valid for a 28 day period beginning on the date the certificate is requested. The current Applicant System automatically creates these lists based on a variety of parameters, makes them available for processing during a 28 day period, allows updates to the list based on responses from applicants, determines that an appropriate candidate is selected based on civil service rules and retains this list with updates as an official record.

### **Types of Certificates of Eligibles**

The county preferences selected by an applicant on his or her employment application, the applicant's legal residence county, the county location of the vacant position, and the type of certificate needed to fill the vacancy determine the certificates on which an applicant's name will

appear. Based on this information, the current applicant system generates the following types of certificates automatically.

- **Employment Certificates:** Certificates which include the names of all available eligibles (state employee as well as non-state employee applicants) listed in rank order of examination scores. Appointments from these certificates must be made from the five (5) highest ranking eligibles, plus any other eligible with a score equal to the fifth ranked eligible.
- **Promotional Certificates:** Certificates which include only state employee applicants with career status who have a current performance rating of marginal or higher, listed in rank order of examination scores. Appointments from these certificates must be made from the three (3) highest ranking eligibles (interested employees), plus any other eligible with a score equal to the score of the third ranked eligible. There are several types of promotional lists, as described below:
  1. *Service-wide Promotional* – Certificate which includes the names of all eligible state employees for the particular job classification.
  2. *Departmental Promotional* – Certificate which includes the names of all eligible state employees for the particular job classification currently employed in the agency requesting the certificate.
  3. *Divisional Promotional* – Certificate which includes the names of all eligible state employees for the particular job classification currently employed in a particular division of the agency requesting the certificate.
  4. *Work-unit Promotional* – Certificate which includes the names of all eligible state employees for the particular job classification currently employed in a particular work unit (smaller group of employees than the division) of the agency requesting the certificate. Work units are identified based on each employee's position record.

### **Geographic Breakdowns**

An agency may request, with the approval of the Commissioner of the DOP, any logical geographical breakdown for employment or promotional certificates. Other than the "statewide" breakdown, in order to have access to any of these breakdowns, an agency must have at least one position in the job classification for which the breakdown is requested. The current applicant system recognizes agency-specific breakdowns and is able to generate Certificates of Eligibles based on these breakdowns. The following types of breakdowns are approved for agency use.

- **Statewide:** This breakdown will list all eligible applicants who have declared either their willingness to work in any county in Tennessee or their preference for working in the county where the vacant position is located on their state employment application.
- **Division, District, Region, and Area:** The composition of these breakdowns varies between agencies and is dependent upon each individual agency's organizational structure. Certificates generated from these breakdowns include only applicants whose legal residence is within the specific geographical breakdown where the position vacancy is located.
- **Judicial District:** This breakdown is based on Judicial Districts as the districts are defined in Tennessee Code Annotated. Certificates generated from this breakdown include only applicants whose legal residence is within the same Judicial District where the position vacancy is located.
- **County:** Certificates generated from this breakdown include only applicants whose legal residence is within the same county where the position vacancy is located.

### **Reduction-in-Force Priority Recall List (Layoff List)**

This is a list currently maintained on an Excel spreadsheet that includes the names of employees previously affected by a reduction-in-force who may have priority to be transferred, promoted, or reappointed to the location or job classification held prior to any reduction-in-force. This list must be reviewed prior to requesting an official Certificate of Eligibles. Currently, the creation and

maintenance of this list is completely manual. Automating the creation and maintenance of this list is essential to ensure that these applicants are considered appropriately for vacancies.

### **Work Test List**

This is a list of qualified applicants with disabilities certified by the Division of Rehabilitation Services in the Department of Human Services as unable to take a written and/or performance examination required for employment to a particular classification. These applicants must be considered along with the other applicants on the Certificate of Eligibles. Staff in the DOP enters an on-line transaction into the applicant system to add qualified applicants to the list. Once added to the list, the applicant system automatically places these applicants' names at the top of appropriate Certificates of Eligibles so that they are considered along with other eligible applicants.

### **Additional Lists**

There are several additional lists available to agencies that the current applicant system is able to generate automatically. The applicants (state employee and non-state employee applicants) on these lists must meet certain eligibility requirements, but do not go through an examination process. Agencies may request the Reemployment List or Transfer List to fill position vacancies in lieu of using a Certificate of Eligibles. However, employees meeting the eligibility requirements for these two lists do not have to appear on the actual lists to be selected for vacancies.

The Noncompetitive List may only be used to fill positions for noncompetitive job classifications. Currently, only 4 noncompetitive job classifications require a list to fill position vacancies. Applicants applying for the remaining 30 noncompetitive job classifications must apply directly with the agency where the vacancy exists.

A description of these lists is provided below.

- **Reemployment List:** List of persons who may be appointed to a class of positions without further certification or examination due to their prior career status in the classification or related classification. The employee/applicant submits a request to the DOP by phone or by letter to be added to this list. Staff in the DOP determine eligibility for addition to the list and, if eligible, enters an on-line transaction to update the applicant system.
- **Transfer List:** List of career or probationary employees in career service positions who wish to transfer to other agencies or locations in their current job classification. The employee submits an application to the DOP to be added to this list. Staff in the DOP determine eligibility for addition to the list and, if eligible, enters an on-line transaction to update the applicant system.
- **Noncompetitive List:** List of applicants for certain job classifications designated by the DOP as non-competitive because of the unskilled or semi-skilled nature of classification job duties and responsibilities. The applicant submits an application to the DOP to be added to the list. If the applicant is applying for one of the four job classifications that currently require a list, staff in the DOP determines eligibility for addition to the list and, if eligible, enters an on-line transaction to update the applicant system. If the applicant applies for one of the remaining 30 noncompetitive job classifications, the applicant system recognizes the job classification code and automatically generates a letter to the applicant explaining the process and lists which agencies to contact.

### **Notifying Applicants**

An agency filling a vacancy generates letters inviting applicants to interview for the vacant position(s). All applicants in the original top five on an employment certificate and all applicants in the original top three on a promotional certificate must be notified in writing. More applicants may be notified as necessary. Applicants are given at least a seven (7) day period to respond to the interview letter.



There is no centralized system that can generate interview letters to applicants. Agencies may have developed automated methods for generating these letters but, for the most part, this is a manual process.

### **Applicant Responses**

Applicants who respond and are interested in the vacant position(s) are scheduled for an interview. Applicants who do not respond within the seven day period are taken out of consideration for the vacant position(s). Applicants may respond and indicate that they are not interested in interviewing for the vacant position(s) for various reasons including salary, prospective appointment date and work location issues. These applicants are also taken out of consideration for the vacant position(s). The phrase "taken out of consideration" means that the applicants are no longer counted in the top 5 or top 3 "eligible" applicants for consideration on the Certificate of Eligibles.

During the seven day period given to applicants to respond, agency staff documents each applicant's response with a certain "response code" on the Certificate of Eligibles. Based on the response codes entered, the applicant system automatically generates response "form" letters to applicants.

Certain response codes may remove an applicant's name from the register, including not responding to the interview letter, correspondence being returned, or failing to show up for a scheduled interview. These applicants are notified automatically through a computer-generated letter and given the opportunity to have their names reinstated to the register by contacting the DOP.

Applicants who are considered for three different positions for the same classification in the same agency are also removed from the register for that classification in that agency. The system maintains a count of considerations by agency for each applicant. Once the applicant receives three considerations in the same agency, the system removes the applicant's name from appearing on future registers for that agency only and generates a letter to the applicant as notification of the removal.

### **Determining the Top 5 or Top 3 Eligible Applicants**

Based on the response codes entered on the Certificate of Eligibles, the current applicant system is capable of determining which applicants are among the top 5 eligible applicants for selection on an Employment Certificate or among the top 3 eligible applicants for selection on a Promotional Certificate. Only applicants who are interested in being considered for the vacancy remain in the top 5 or top 3 eligible applicants. The following example illustrates the process an agency must follow in determining which applicants are eligible for consideration on an Employment Certificate:

Applicant A - 98	Applicant G - 94
Applicant B - 97	Applicant H - 94
Applicant C - 97	Applicant I - 93
Applicant D - 96	Applicant J - 92
Applicant E - 95	Applicant K - 91
Applicant F - 95	

The initial five highest ranking applicant scores, as well as all scores tied with the fifth highest ranking score, include Applicants A, B, C, D, E and F. If one or more of the applicants with the five highest ranking scores or a score tied to the fifth ranked score indicates no interest in the position vacancy or does not respond, that applicant is taken out of consideration and the numeric ranking of the top five scores is applied again based on the remaining applicant pool, as described in the following scenarios:

- If Applicant D indicates no interest or does not respond, the applicants who can be considered are Applicants A, B, C, E, and F. Note that the five highest ranking applicant scores remain the same since there are still five applicants with scores in this category.
- If Applicant D and Applicant F indicate no interest or do not respond, the agency can consider Applicant G and H, in addition to Applicants A, B, and C and E.
- If Applicants D, F, G and H are not interested or do not respond, the agency can consider Applicant I.

### **Filling Multiple Positions from the Same Certificate of Eligibles**

If the agency has more than one position vacant for the same job classification and county, the agency may choose to fill more than one position from the same Certificate of Eligibles. After the first applicant is selected, that applicant is taken out of consideration and the numeric ranking of the top 3 or the top 5 scores is applied again based on the remaining applicant pool as described in the previous section. Each additional applicant selected must also be among the remaining top 3 or the remaining top 5 eligible applicants. The current applicant system can accurately determine that applicants are eligible for selection when two positions are being filled from the same Certificate of Eligibles. However, when three or more positions are filled from the same Certificate of Eligibles, the applicant system is limited in its ability to accurately determine that all applicants are eligible for selection. A manual review by DOP staff is necessary to determine that all applicants selected were among the top 3 or the top 5 eligible applicants. While this can be a complicated process, the DOP strongly recommends automating this process to ensure that all applicants are eligible for selection before job offers occur.

### **Applicant Selection Process**

Once the top five interested applicants (plus any other applicant with a score equal to the fifth ranked applicant) are determined on the employment certificate or the top three interested applicants (plus any other eligible with a score equal to the score of the third ranked eligible) are determined on the promotional certificate, agency staff may select from these applicants the person(s) to fill the vacant position(s). Applicants who are considered for the vacant position(s) but not selected are notified in writing by agency staff. There is no centralized system to generate these letters to applicants. At this point a tentative offer of employment is made to the applicant, pending approval by the DOP. To receive approval from the DOP, agency staff enters the appropriate personnel transaction (appointment, promotion, demotion, reclassification, or transfer) on-line in the personnel system of SEIS. Once entered, the DOP approves or disapproves the action on-line.

### **Register Abolishments and Reestablishments**

Certain additions, changes or deletions to job classifications result in the establishment, abolishment, or the abolishment and reestablishment of a job classification register as described below. Most of the processes to accomplish the following steps require either an on-line transaction or a batch program that abolishes or establishes specific classifications. Close monitoring is required to ensure that all of the steps are achieved in a timely manner.

- **Abolishments:** When a job classification is abolished, applicants currently on the register are notified by computer generated letters and the job classification is removed as a valid classification in the applicant system.
- **Establishments:** When a job classification is created, several on-line updates are necessary to the applicant system to recognize the new classification, including test component requirements, test set number, answer key screens, scoring formulas, staff rater assignments.
- **Abolishments and Reestablishments:** When a job classification's minimum qualifications are revised, the examination method changes, or the examination content changes (revised paper/pencil test or revised rating guidelines), the register for that job classification is abolished and, within a certain timeframe, the register is reestablished. Applicants on the register at the

time the register is abolished are notified by a computer generated letter that they must reapply and receive a new score if they wish to be placed back on the register. In addition, many of the on-line updates outlined in the establishments section above are also necessary in this process.

- **Classification Announcement Process:** Classification Announcements are issued monthly to notify the general public and state employees of job classification establishments, abolishments, or changes in salary grade, salary range, examination method and/or minimum qualifications. All changes that have occurred in a particular month are combined manually into one document that is loaded on the DOP's website and forwarded to appropriate locations via e-mail. This information is also available on the DOP's Career Service Employment Website.

## Summary

The current combination of applicant systems for Merit Hiring offers significant automated functionality in several areas, including the following:

- On-line employment application process
- Web-based job search features
- Automated workflow process
- Computer-administered testing
- Automatic approval for admission to certain computer-administered tests
- Ability to calculate FER based on required examination components
- Ability to generate various applicant notification letters
- Ability to create various agency-specific Certificates of Eligibles
- Ability to determine eligible applicants for selection based on the top 5 and top 3 rules
- Interfacing with employee, position and classification information in SEIS
- Maintaining historical applicant and register information

In addition, the DOP is in the process of expanding the on-line employment application system to include front-end screening of applicant minimum qualifications, as well as additional long-term plans to include the development of an on-line T & E rating system. The DOP is also in the process of converting the current paper/pencil and computer-administered tests to a web-based application.

**RFP Attachment 6.10 – Vendor Reference Form**  
**STATE OF TENNESSEE**  
**APPLICANT SERVICES SOFTWARE AND SERVICES**  
**RFP # 317.03-157-07, ATTACHMENT 6.10**  
**REFERENCE INFORMATION QUESTIONNAIRE**  
**REGARDING SOFTWARE AND SERVICES**

Proposer's Name (Vendor): \_\_\_\_\_

Reference (Client Organization) Name:

\_\_\_\_\_

Person Responding To This  
Request for Reference  
Information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature (MUST BE THE SAME AS THE SIGNATURE  
ACROSS THE ENVELOPE SEAL)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email)

Date Reference Form Was Completed: \_\_\_\_\_

NOTE: Complete responses to the items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

- A. Please indicate the major modules/functionality that your organization is currently using for the referenced system.

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Are there other modules/functionality that you plan to implement in the future? If so, please list.

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- B. Please indicate the dates this vendor provided implementation services for the software.

<b>From:</b>		<b>Through:</b>	
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- C. Please rate your level of agreement with the following questions, and note any comments.  
**IMPORTANT:** If you mark disagree, please provide an explanation of your response.

Evaluation Question	Agree Strongly	→	Disagree Strongly
1. We negotiated an equitable contract with the vendor, with the terms and conditions that were important to us. <i>Comments:</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The vendor has been responsive when there have been issues or problems with the contract. <i>Comments:</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluation Question	Agree → Disagree Strongly → Strongly
3. We are satisfied with the level of effort required to implement the software. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4. The software is meeting our business needs. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. The vendor has a sound project management methodology, using a comprehensive set of tools, processes and templates. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. The vendor assigned the right number of vendor personnel with the right skills for the right amount of time to our project. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7. The vendor was able to complete the project on time and within budget. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. The vendor has been responsive when there have been issues or problems post-production. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9. Knowing what we know now, we would make the same decision to use this vendor for this product and these services. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

10. What other advice do you have for the State of Tennessee?

D. Please provide the following information about your organization and your project if available. An estimate is sufficient, as we will use this data to improve our project budget.

Organization's operating budget: \$ \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of applications processed per year: \_\_\_\_\_

Project: implementation services cost: \$ \_\_\_\_\_

Organization's internal implementation cost: \$ \_\_\_\_\_

Software annual fee, including maintenance: \$ \_\_\_\_\_

## **RFP Attachment 6.11 – Functional Requirements**

The Applicant Services Functional Requirements are included as an Excel file. Note that, in addition to the printed version during the Software Demonstrations, these files must be submitted electronically in Excel format. (See RFP Section 5.2.7.3.)

Prior to contract approval, the Contractor's responses to RFP Attachment 6.11 will be added to the contract and become part of the contract upon execution.



## **RFP Attachment 6.12 –General System Requirements**

**The General System Requirements are included as an Excel file. Note that, in addition to the printed version during the Software Demonstrations, these files must be submitted electronically in Excel format. (See RFP Section 5.2.7.3.)**

**Prior to contract approval, the Contractor's responses to RFP Attachment 6.12 will be added to the contract and become part of the contract upon execution.**

## **RFP Attachment 6.13 – State Business Process Documentation**

The State's "To Be" Applicant Services business process documentation is provided for informational purposes only to the Proposer. This information is considered preliminary and will be confirmed and updated during the Design stage of the project. No response to this documentation has been requested in the RFP, and Proposer shall not include copies of this documentation with its submitted response. Copies of the business process documentation may be downloaded from the RFP Web site, at the link shown below.

<http://state.tn.us/finance/oir/pcm/rfps.html>

## **RFP Attachment 6.14 –System Demonstration Scripts**

**The System Demonstration Scripts follow. Please refer to RFP Section 5.2.7 for more information.**

## Applicant Services Agenda for Demonstration Day

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8:30 – 9:00 am	Introductions and Executive Summary	30 minutes
9:00 – 9:05 am	Overview	5 minutes
9:05 – 10:20 am	Job Posting and Applying for Positions	75 minutes
10:20 – 10:35 am	BREAK	15 minutes
10:35 – 12:05 pm	Testing	90 minutes
12:05 – 1:05 pm	LUNCH	60 minutes
1:05 – 3:15 pm	Scoring and Registers	130 minutes
3:15 – 3:30 pm	BREAK	15 minutes
3:30 – 4:30 pm	Qualifications and Project Approach	60 minutes
4:30 – 4:45 pm	Conclusion	15 minutes
4:45 – 5:00 pm	Questions and Answers	15 minutes

## Applicant Services

### Overview (5 minutes)

1. Based upon your current understanding of the State of Tennessee's hiring needs, please provide an overview of your Applicant Tracking module.

### Applicant Services Definitions

**Civil Service:** Civil service refers to positions in federal, state and local government that have job protections that are not afforded to employees-at-will. Such job protections may include a right to due process and/or access to a grievance procedure before adverse action is taken against the employee.

**Certificate of Eligibles:** The document or record containing the names of the highest ranking available eligible applicants for a class of positions for consideration by an appointing authority in filling a vacancy.

**Employment Certificate:** An official Certificate of Eligibles listing the names of all available eligibles (state employee and non-state employee applicants) in rank order by examination scores for a class of positions.

**Examination:** A test or series of tests designed to assess the relative fitness of individuals to perform the duties associated with a particular class of positions.

**Employment Register:** A list of all persons eligible for appointment to a class of positions.

**Final Earned Rating (FER):** A rating of the level of the applicant's education and experience in addition to any required computer-administered or written test results.

**Merit Hiring:** System used by many federal, state and local governments for hiring and promoting employees to civil service positions on the basis of competence. The merit hiring system uses criteria such as educational and occupational qualifications, testing, and job performance for selecting, hiring and promoting civil servants. Appointments to these jobs are from registers or lists of qualified applicants who are ranked in order of their passing scores on competitive civil service examinations. These lists may be broken down by geographical location or work unit.

**Organizational Unit.** Any agency, board, commission, department, or subdivision recognized as a unit for purposes of administration.

**Register:** A list of names of persons attaining an examination score of seventy (70) or greater for a class of positions.

**Reduction in Force (RIF):** Any job action affecting an employee due to lack of funds, curtailment of work, changes in organizational structure, abolishment or reclassification of positions. System must allow for the specification of list hierarchy such that certain types of applicants are always evaluated first (ex - all of those that have been laid off are considered before other candidates).

### Job Posting and Applying for Positions (75 minutes)

2. Demonstrate how to enter a new job/position including but not limited to the following: AS7, AS9, AS15 – AS20, AS22 – AS24.13
  - Job description (also limitation of job description field as far as number of words/characters)
  - Date parameters

- Various types of job requisitions including promotional and inter-departmental
  - Show how a posting will require a valid position before the posting can be created
  - Show ability to list an opening for internal applicants only.
3. Demonstrate how jobs/positions are maintained including: AS7, AS9, AS15 – AS20
    - Show the status that a posting may have (open, filled, closed, etc.) and discuss/demonstrate the relationship of that status to applicant activity (ex. status change for applicant hire).
    - Show ability to record free-form information for preferred qualifications and department-specific job duties.
    - Show ability to edit a job posting for corrections or additions and notify all applicants of changes.
    - Demonstrate capability to generate posting notices for positions to be filled.
    - Demonstrate capability to fill multiple positions from a single job posting.
  4. Demonstrate ability to search for job openings by position, department and/or geographic location. AS32
  5. Demonstrate how to enter a new applicant in the system and subsequently query applicant information captured, including geographical areas willing to work. Please indicate the data elements that an online applicant can enter in the baseline offering. AS6 – AS6.10
  6. Demonstrate how an applicant can make changes to their personal data (address, name change, etc). AS6.07
  7. Demonstrate how the system tracks job applicants, including resume management, forms, applicant pools, interview coordination and the approval process. AS1 – AS1.10
  8. Demonstrate how the system identifies inconsistencies for an applicant across multiple applications. AS2, AS14
  9. Demonstrate how minimum qualifications are defined and set up for positions. AS18, AS70 – AS70.04
  10. Demonstrate how the system automatically rejects an applicant during the application for failure to meet minimum qualifications. AS67
  11. Demonstrate the ability to notify the applicant during certain events in the hiring process, including – receipt of applications, testing (different parts of the testing, ex. written, interview, etc) results, failure to meet minimum qualifications. Show ability for both mail and email notifications. AS4, AS68

#### **Testing (90 minutes)**

12. Demonstrate the ability to store test items within an item bank. AS58
13. Demonstrate how multiple versions of test components and related answer keys can be created within the system. AS53
14. Demonstrate how the system provides for the administration of various testing methods including – computer based, written, oral, training and work experience and skills based. AS44.00 – AS44.05
15. Demonstrate a variety of testing characteristics (audio questions, questions with sample pictures, video pictures, etc). AS45

16. Demonstrate how to add additional testing components for a position. AS43
17. Demonstrate the ability to schedule tests (if required for position the steps are specified prior to the job posting being completed) and document the test results. AS40, AS42.00 – AS42.04
18. Demonstrate the ability to store test scores of applicants. AS56 – AS64.15
19. Demonstrate how the system stores test components scores that they can be used for multiple positions. AS50
20. Demonstrate how a score for a position is overwritten if an applicant retest. AS72.00 – AS72.05
21. Demonstrate the systems ability to run item statistics for testing components. AS59 – AS59.06
22. Demonstrate the systems ability to calculate weighted scoring formulas. AS28
23. Demonstrate the ability to assign varying weight to testing components for a specific position. AS49.01

#### **Scoring and Registers (130 minutes)**

24. Demonstrate how the system generates a raw score and converts to a Final Earned Rating (FER). AS69– AS70.04
25. Demonstrate the ability to automatically score applicants based upon the results of single or multiple components. AS77
26. Demonstrate the ability to link the Final Earned Rating (FER) to the application from which the score was derived. AS65 – AS65.01
27. Demonstrate the ability to calculate multiple Final Earned Ratings (FER) for an applicant (baseline score, score with veteran points and score with promotional points). AS80.00 – AS80.04
28. Demonstrate how the system searches for and identifies qualified candidates. AS74, AS82
29. Demonstrate how the system identifies and prioritizes applicants based on user defined criteria (disabilities, reduction in force). AS84 – AS85.04
30. Demonstrate the systems ability to track the status of applicants in order to create various types of registers (applicants on probation, applicants coded no rehire for the agency, applicants coded no rehire for State government). AS98 – AS100
31. Demonstrate how the system generates, distributes (to HR and hiring managers), and tracks registers. AS75, AS78 – AS81, AS83– AS85.04
32. Demonstrate how a hiring manager can reference register/list based on various geographic breakdowns such as county, region, work unit, etc. AS83 – AS83.05
33. Demonstrate the systems ability to store multiple versions of a register/list. AS 80.05, AS83.00 – AS83.05
34. Demonstrate the ability to associate existing versions of the register/list created in script number 36 with the agency making the request.
35. Demonstrate the systems ability to ensure merit rules are followed for various register types (hiring top 5 from appointment register or top 3 for promotional register). AS95 – AS95.07

36. Demonstrate the ability to store each change to an applicant's status during each hiring situation (working the register). AS94
37. Demonstrate how an applicant is removed from a register for user defined reasons (three consideration rule) and how the applicant can be reinstated to the register. AS6.10, AS95.05, AS100, AS103
38. Demonstrate the systems ability to correct errors in the register process. AS95.06 – AS95.07
39. Demonstrate the ability to expire a register/list. AS97
40. Demonstrate the systems ability to run and save query reports for any field or combination of fields in the system at regular or specified intervals. AS104 – AS115

#### **Qualifications and Project Approach (60 minutes)**

41. Discuss the qualifications of the software and implementation team participating in this Proposal. How does this team represent the best value for the State?
42. Provide an overview of proposed staffing for the project, including the proposed organizational chart, key roles and responsibilities. Including the staffing models for implementation, deployment and post-implementation.
43. Discuss your hosted environment and how you handle multiple client instances of your software.
44. Provide an overview of your proposed project work plan including implementation of your software.
45. Discuss your approach to training the State project team. What skillset is the Proposer assuming for the State's project team?
46. Discuss the proposed end user training approach and timeframe including:
  - The roles/responsibilities of both the State and the Proposer for planning and delivering training;
  - The number of training hours proposed;
  - The location and number of sessions.
  - The minimum skillsets that will be required for end users (such as Administrative Assistants) and managers, across the State. Note any particular challenges that have been encountered during other implementations and how those were resolved.
47. Discuss your approach regarding conversion of the State's current applicant data.
48. Discuss your ability to interface with PeopleSoft.
49. Discuss the frequency of system upgrades and how they are delivered.
50. Discuss any downtime that may be associated with future upgrades.
51. Discuss your recommended approach to software modifications. What tools and methodology do you use? What is your approach to limiting modifications? How do you ensure that modifications can be easily incorporated in future upgrades?
52. Provide an overview of the future direction of the proposed software. What can the State expect to see over the next 5 years?

#### **Conclusion (15 minutes)**



The Proposer shall summarize their proposal. What are the key success factors that the Proposer has included that will lead to a successful implementation? Why is the solution proposed the best value for the State?